

MASTER SERVICES AGREEMENT

FOR

**NUMBER PORTABILITY ADMINISTRATION CENTER/
SERVICE MANAGEMENT SYSTEM**

BETWEEN

**TELCORDIA TECHNOLOGIES, INC.,
dba iconectiv**

AND

NORTH AMERICAN PORTABILITY MANAGEMENT LLC

FOR THE NORTHEAST REGION

{00522950:}

RECITALS.....	1
ARTICLE 1 MEANING OF TERMS.....	4
ARTICLE 2 TERM OF THIS AGREEMENT.....	4
ARTICLE 3 SCOPE OF WORK AND OBLIGATIONS OF CONTRACTOR.....	5
3.1 SCOPE OF WORK.....	5
3.2 COVENANTS AND AGREEMENTS OF CONTRACTOR.....	6
3.2.1 General Statement.....	6
3.2.2 Specific Limited Enumeration of Obligations, Covenants, and Conditions under this Agreement....	6
3.2.2.1 Be and Remain a Neutral Third Party	6
3.2.2.2 Be and Remain Financially Stable	7
3.2.2.3 Organize Itself by Division, Profit Center, or other Auditable Accounting Means.....	9
3.2.2.4 Maintain NPAC/SMS Data Situs in Continental United States	10
3.2.2.5 Post the Required Performance Security	11
3.2.2.6 Deliver the NPAC/SMS and Obtain Final Acceptance in accordance with All Specifications by the Final Acceptance Date and in accordance with the Transition Milestones	17
3.2.2.7 Provide Permanent Test Beds.....	17
3.2.2.8 Provide Sufficient Training	18
3.2.2.9 Provide NPAC/SMS Support, including HelpDesk Service and web domain and dashboard	19
3.2.2.10 Provide Specified Reports to Users and PTRS Users, to Customer, and to the Commission	19
3.2.2.11 Provide an IVR.....	19
3.2.2.12 After Final Acceptance of the NPAC/SMS, Provide Services, PTRS Services, Ancillary Services, and Additional Services At or Above SLRs and in accordance with all Specifications	21
3.2.2.13 Provide Services and PTRS Services only pursuant to uniform and nondiscriminatory User Agreements and PTRS Service User Agreements in accordance with this Agreement	21
3.2.2.14 Implement, Conduct, and Adhere to the Requirements of the NUE Process	22
3.2.2.15 Provide the Wireless Do Not Call Services in accordance with this Agreement and comply with audit requirements.	23

{00522950:}

3.2.2.16 Provide the ELEP Services in accordance with this Agreement and compliance with audit requirements	23
3.2.2.17 Maintain the Confidentiality of all Confidential Information, including User Data, pursuant to the Agreement	24
3.2.2.18 Implement and Maintain the Software Escrow Arrangements in this Agreement	24
3.2.2.19 Develop, Implement, Maintain, and Annually Test Disaster Recovery and Backup Plans	24
3.2.2.20 Develop, Implement, Maintain, and Annually Test Specified Business Continuity Plan	26
3.2.2.21 Develop, Implement, Maintain, and Annually Test Specified Security Plan	27
3.2.2.22 Develop, Implement, Maintain, and Annually Conduct and Report on a User Satisfaction Survey	28
3.2.2.23 Develop, Schedule, Conduct and Report on the Following Annual Audits	29
3.2.2.24 Monitor Performance and Compliance with this Agreement, M&Ps, Specifications and Specified Requirements and Functionalities and Prepare Required Reports with respect to such Monitoring	30
3.2.2.25 Implement, Conduct, and Adhere to the GEP and Agree to the GEP Charge Reductions Set Forth Therein	30
3.2.2.26 Implement Specified Levels of Insurance	31
3.2.2.27 Adhere to Certain Requirements regarding Subcontractors	32
3.2.2.28 Adhere to Prohibitions on Assignment	33
3.2.2.29 Agree to the Performance Credits and Liquidated Damages Specified for SLR Violations	34
3.2.2.30 Provide Continued Services and Specified Transition Services Upon the Expiration, Notice of Termination or Non-Renewal of the Term of the Agreement	34
3.2.2.31 Provide At Least Two Fully Redundant, Synchronous NPAC/SMS Data Centers	35
3.2.2.32 Adhere to Limitations on the Processing of Confidential Information	36
ARTICLE 4 RELATIONSHIP	37
ARTICLE 5 SOLE AND EXCLUSIVE CHARGES	38
5.1 DECLARATION AND ACKNOWLEDGMENT OF SOLE AND EXCLUSIVE COMPENSATION	38
5.2 PROVISION OF THE NPAC/SMS AND SERVICES – PAYMENT OF SERVICE FEES	38
5.2.1 Service Charges after Final Acceptance	38
5.2.2 Allocable Charges in this Region	40

{00522950:}

5.2.2.1	Computation of Regional Applicable Billable Year Flat Fee Base and Monthly Regional Applicable Billable Year Flat Fee Base	41
5.2.2.2	Computation of Monthly Allocable Billable PTRS User Charges (if any)	43
5.2.2.3	Computation of Monthly Allocable Regional Performance Credits	43
5.2.2.4	Computation of Monthly Allocable Regional GEP Price Reductions	44
5.2.2.5	Computation of Monthly Allocable Regional Damages	44
5.2.3	An Allocated Payor's Allocable Share of Allocable Charges	44
5.2.4	A User's Direct Charges	45
5.2.5	Monthly Charges for Service	46
5.2.5.1	Monthly Invoices for All Allocated Payors	46
5.2.5.2	Monthly Summary of Charges to Customer	47
5.2.5.3	Billing and Collections System	47
5.3	PROVISION OF ANCILLARY SERVICES – PAYMENT OF ANCILLARY SERVICES CHARGES	47
5.3.1	PTRS User Charges	47
5.3.2	Wireless Do Not Call Service Charges	48
5.3.3	ELEP Service Charges	49
5.4	ADDITIONAL SERVICES AND ASSOCIATED STATEMENTS OF WORK	49
5.5	EXPENSES OF CONTRACTOR	50
5.6	TAXES	50
5.7	LICENSES AND PERMITS	50
5.8	LAWS AND REGULATIONS	50
5.9	MANDATED PROCESS FLOW	51
5.10	MOST FAVORED CUSTOMER	52
5.11	██████████ ██████████ ██████████	54
ARTICLE 6	CHARACTERIZATION OF APPLICANTS AND NUE PROCESS	54
6.1	NPAC/SMS USERS AND PTRS USERS	54
6.1.1	Prerequisites for Providing Services and PTRS Services Generally	55

{00522950:}

6.1.2 Categorization of Applicants and Evaluation of New User Applications	56
6.1.2.1 Categorization of Applicants.....	56
6.1.2.2 Qualification as a User or a PTRS User	57
6.2 NEW USER EVALUATOR PROCESS	65
6.2.1 Overview of the NUE and the NUE Process	65
6.2.2 Scope and Timing of NUE Reviews.....	66
6.2.2.1 Permitted Use Review	66
6.2.2.2 Data Provisioning Review	67
6.2.2.3 Pricing Review	69
6.2.2.4 Payment Review.....	71
6.2.3 Findings Reports Defined	72
6.2.3.1 Contents of Each Findings Report.....	72
6.2.3.2 PTRS User Findings Report	72
6.2.3.3 Administrator PTRS User Service Findings Report	72
6.2.3.4 Misuse Allegation Findings Report.....	74
6.2.4 Limitations on NUE and NUE Process.....	75
6.2.5 Selection of the NUE	75
6.2.5.1 Initial NUE and First Successor NUE	75
6.2.5.2 Successor NUE.....	76
6.2.5.3 Qualifications of the NUE	77
6.2.5.4 Engagement of the NUE.....	77
6.2.5.5 NUE Start Date	78
6.2.5.6 Unavailability of NUE	79
6.2.6 Performance of NUE Process	80
6.2.6.1 Existing Users and PTRS Users Prior to Actual Final Acceptance Date	80
6.2.6.2 PTRS Applicants other than Contractor or Affiliates of Contractor	80

{00522950:}

6.2.6.3 Administrator PTRS User Services	83
6.2.6.4 Misuse Allegation	95
6.2.7 Evidence of Satisfaction	103
6.2.7.1 Permitted Use Requirement.....	104
6.2.7.2Data Provisioning Requirement	104
6.3. APPEAL AND DISPUTE RESOLUTION PROCESSES AND PROCEDURES	107
6.3.1 Generally.....	108
6.3.2 Appeals Regarding PTRS User Findings Report.....	108
6.3.2.1 Customer Evaluation	108
6.3.3 Appeals Regarding an Administrator PTRS User Service Findings Report.....	111
6.3.2.2 Customer Evaluation	111
6.3.4 Appeals Regarding Misuse Allegation Findings Report	114
6.3.4.1 PTRS User (other than Administrator) and User Misuse Allegation Findings Reports	114
6.3.4.2 Contractor and Affiliates of Contractor Misuse Allegation Findings Report	117
6.4 METHODS AND PROCEDURES.....	121
6.4.1 NUE M&P	121
6.4.2 New User Application M&P.....	122
6.5 CUSTOMER’S STANDARD	122
6.6 USE OF FINDINGS REPORTS.....	123
6.7 NEW USER APPLICATION	123
6.8 SINGLE NUE PROCESS.....	123
6.9 CONTRACTOR’S BREACH OF NUE PROCESS OBLIGATIONS AND OF PTRS USER AGREEMENT	124
ARTICLE 7 FINAL ACCEPTANCE AND TESTING	124
7.1 TRANSITION MILESTONES.....	124

{00522950:}

7.2 PROCESS FOR ACCEPTANCE TESTING OF THE NPAC/SMS AND ALL SERVICES AND ANCILLARY SERVICES.....	124
7.3 SOLUTION READINESS	125
7.3.1 Acceptance Test Plan.....	125
7.3.2 Solution Readiness and Acceptance Test Matrix.....	127
7.3.3 Types of Testing	127
7.4 REGION AND FINAL ACCEPTANCE.....	128
7.4.1 User Readiness.....	128
7.4.2 Region 1 Acceptance	129
7.4.3 Region 2-7 Acceptance.....	129
7.4.4 Ancillary Services Acceptance	130
7.4.5 Final Acceptance	131
7.5 USER READINESS EXCLUSIONS	131
7.6 CONTINUING CERTIFICATION TESTING PROCESS.....	133
7.7 PERMANENT TEST BEDS	133
ARTICLE 8 QUALITY AND SERVICE LEVEL REQUIREMENTS.....	134
8.1 QUALITY COMMITMENT GENERALLY	134
8.2 PROVISION OF NPAC/SMS AT SPECIFIED SERVICE LEVEL REQUIREMENTS	134
8.3 MONITORING AND REPORTING – PREPARATION AND ISSUANCE OF REPORTS	135
8.3.1 Types of Reports.....	135
8.3.2 Design of Standard Reports	136
8.3.3 Delivery and Access to Reports.....	137
8.3.4 Dashboard	138
ARTICLE 9 NPAC/SMS DATA CENTERS AND SECURITY	138

{00522950:}

9.1 PROCUREMENT; FULL REDUNDANCY AND SYNCHRONOUS REPLICATION; STAFFING RESPONSIBILITIES; LOCATION CHANGES	139
9.2 LOCATION WITHIN CONTINENTAL UNITED STATES.....	140
9.3 SEE EXHIBIT R-1	140
9.4 SEE EXHIBIT R-1	140
9.5 SEE EXHIBIT R-1	140
9.6 SEE EXHIBIT R-1	140
9.7 [REDACTED]	140
9.8 INSPECTION RIGHTS	141
ARTICLE 10 TRAINING AND SUPPORT	142
10.1 TRAINING.....	142
10.2 WEB DOMAIN AND DASHBOARD	143
10.3 IVR.....	143
10.4 HELPDESK SERVICE	144
10.4.1 Minimum Requirements Generally	144
10.4.2 HelpDesk Service	144
10.4.3 HelpDesk M&P	145
10.5 NOTIFICATION OF ADDITIONAL SERVICES, ENHANCEMENTS AND MODIFICATIONS	145
ARTICLE 11 BENCHMARKING.....	146
11.1 BENCHMARK OVERVIEW.....	146
11.2 BENCHMARKER.....	146
11.3 BENCHMARKING FREQUENCY	146
11.4 BENCHMARK INFORMATION	147
11.5 BENCHMARKING RESULTS	147
11.6 GOOD FAITH STANDARD	148

{00522950:}

ARTICLE 12 OWNERSHIP, LICENSING, AND PROTECTION OF INTELLECTUAL PROPERTY	148
12.1 OWNERSHIP OF INTELLECTUAL PROPERTY	148
12.2 GRANT OF LICENSE ON ALL INTELLECTUAL PROPERTY.....	148
12.2.1 Intellectual Property Licenses Grant to Customer	148
12.2.1.1 Documentation License	148
12.2.1.2 Software License	149
12.2.2 Intellectual Property License Grant to Contractor	150
12.3 SOFTWARE ESCROW	150
12.3.1 Deposit Requirement	150
12.3.2 Inclusion in GEP and Default	151
12.3.3 Limited Verification Right.....	151
ARTICLE 13 PROBLEM RESOLUTION	152
13.1 PROBLEM CORRECTION	152
13.2 ROOT CAUSE ANALYSIS AND REPORTS.....	155
13.3 PROBLEM ESCALATION AND SUBSTANTIATION.....	159
13.3.1 Timeframes and Hierarchy for Escalation	159
13.3.2 Substantiation of Escalation.....	160
13.4 DETECTION DEFINED.....	160
ARTICLE 14 PROJECT STAFF	160
14.1 PROJECT EXECUTIVES AND OVERSIGHT.....	160
14.2 PROJECT MANAGEMENT	163
14.3 CONDUCT OF PERSONNEL	163

{00522950:}

14.4 LEFT BLANK	164
14.5 BUSINESS CONTINUITY PLAN.....	164
14.5.1 Requirements	164
14.5.2 Annual Business Continuity Plan Exercise.....	165
ARTICLE 15 DISASTER RECOVERY	165
15.1 CONTRACTOR’S RESPONSIBILITY FOR DISASTER RECOVERY	165
15.2 DISASTER RECOVERY PLAN.....	166
15.3 NPAC/SMS DISASTER RECOVERY PLAN EXERCISES.....	167
15.4 IMPLEMENTING SWITCH TO DISASTER RECOVERY SITE; RESTORATION.....	167
15.5 SYNCHRONOUS REPLICATION.....	168
15.6 UNAVAILABILITY OF NPAC/SMS DATA CENTERS	168
15.6.1 Requirement to Invoke NPAC/SMS Disaster Recovery Plans	168
15.6.2 Unavailability of Both NPAC/SMS Data Center.....	169
15.6.3 Permanent Loss of NPAC/SMS Data Centers	170
15.6.3.1 Loss of Primary Data Center	170
15.6.3.2 Loss of Alternate Data Center	171
15.6.3.3 Customer’s Continuing Right to Give a Notice of Termination.....	171
15.7 ALLOCATION OF RESOURCES FOR DISASTER RECOVERY OR FORCE MAJEURE.....	172
ARTICLE 16 ADDITIONAL SERVICES	173
16.1 REQUESTED BY CUSTOMER.....	173
16.2 PROPOSED BY ANY USER (S)	173
16.3 PROPOSED BY CONTRACTOR	174
16.4 STATEMENT OF WORK	175
16.5 STAFFING	176
16.6 ENHANCEMENTS TO NPAC/SMS SOFTWARE.....	177

{00522950:}

ARTICLE 17 AUDITS, INSPECTIONS, AND RECORDS.....	177
17.1 NPAC/SMS DATA CENTER OPERATIONS; CUSTOMER’S RIGHT TO AUDIT.....	177
17.1.1 Conduct of the Annual Audit.....	177
17.1.2 NPAC/SMS Data Center Operations Audit Report and Required Remediation	179
17.1.2.1 Procedure After Audit	179
17.2 ANNUAL AUDIT OF CHARGES; CUSTOMER’S RIGHT TO AUDIT	181
17.2.1 Conduct of the Audit	181
17.2.2 Annual Audit of Charges Report and Required Remediation.....	183
17.2.2.1 Procedure After Audit of Charges	183
17.3 NEUTRALITY AUDITS.....	184
17.3.1 Conduct of the Neutrality Audits.....	184
17.3.2 Form of Neutrality Legal Opinion and Required Remediation	186
17.3.3 Consequences of Failure to Deliver Neutrality Legal Opinions.....	186
17.3.4 Failure to Remain a Neutral Third Party.....	187
17.3.4.1 [REDACTED]	187
17.3.4.2 [REDACTED]	187
17.3.4.3 [REDACTED]	188
17.3.4.5 Consequences of a Neutrality Violation.....	190
17.4 USER SATISFACTION SURVEY	191
17.4.1 Design and Conduct of the Survey	191
17.4.2 User Satisfaction Survey Results.....	192
17.5 ACCESS FOR AUDITS	192
17.6 PROVISION OF FACILITIES FOR AUDITS	193
17.7 RECORD RETENTION	193

{00522950:}

ARTICLE 18 CONFIDENTIAL INFORMATION	193
18.1 OWNERSHIP OF USER DATA; DISCLOSURE IDENTIFICATION; EXCLUSIONS	193
18.1.1 Ownership of User Data	193
18.1.2 Disclosure Identification.....	194
18.2 OBLIGATIONS	195
18.3 RETURN OR DESTRUCTION.....	197
18.4 INJUNCTIVE RELIEF	198
18.5 LOSS OF CONFIDENTIAL INFORMATION	198
18.5.1 Breach of Data Security	198
18.5.2 Incident Response and Remedial Action	200
18.5.3 Incident Response and Remedial Action – Disclosure to Third Parties	200
18.6 NO IMPLIED RIGHTS	201
18.7 ANCILLARY SERVICES PROVIDED LIMITED ACCESS TO CONFIDENTIAL INFORMATION.....	202
18.7.1 Wireless Do Not Call Service	202
18.7.1.1 Scope	202
18.7.1.2 WDNC Service Agreement	202
18.7.1.3 Relationship to User Agreements	203
18.7.1.4 Relationship to NPAC/SMS Services	204
18.7.1.5 Applicability and Relationship of GEP	205
18.7.1.6 Required Provisions of WDNC Service Agreement	205
18.7.1.7 Remain User Data	207
18.7.1.8 Qualification and Continuing Qualification Process	207
18.7.1.9 Compensation.....	210
18.7.1.10 Audit of Section 18.7.1 Performance	213
18.7.1.11 Neutrality Audits	214
18.7.1.12 Additional Causes for Termination	214

{00522950:}

18.7.2 Law Enforcement Agency Access	215
18.7.2.1 Scope	215
18.7.2.2 ELEP Service Agreement.....	216
18.7.2.3 Relationship to User Agreements and NPAC/SMS Services.	216
18.7.2.4 Applicability and Relationship of GEP	217
18.7.2.5 Required Provisions of ELEP Service Agreement	217
18.7.2.6 Remain User Data	220
18.7.2.7 Qualification.....	220
18.7.2.8 Compensation.....	223
18.7.2.9 Audit of Section 18.7.2 Performance	226
18.7.2.10 Neutrality Audits	227
18.7.2.11 Additional Causes for Termination	227
ARTICLE 19 DELAYS; PERFORMANCE CREDITS; ALLOCATION OF DAMAGES; DEFAULTS; AND FORCE MAJEURE	228
19.1 CONTRACTOR’S NOTICE OF DELAYS.....	228
19.2 [REDACTED]	231
19.3 PERFORMANCE CREDITS.....	234
19.4 ALLOCATION OF DAMAGES AMONG ALLOCATED PAYORS.....	234
19.5 CONTRACTOR DEFAULTS	235
19.6 CONSEQUENCES OF DEFAULT	235
19.7 DEFAULTS BY USERS, ALLOCATED PAYORS, AND ANCILLARY USERS	236
19.8 FORCE MAJEURE	236
ARTICLE 20 GATEWAY EVALUATION PROCESS	236
20.1 GATEWAY EVALUATION PROCESS OVERVIEW.....	237
20.1.1 Gateway Evaluation Process and GEP Elements	237
20.1.2 Frequency.....	237
20.1.3 GEP Audit Mechanics	238

{00522950:}

20.1.3.1 Selection of a GEP Auditor.....	238
20.1.3.2 GEP Audit Metrics	239
20.1.3.3 Audit Plan.....	239
20.1.3.5 GEP Audit Report	240
20.1.3.6 GEP Communications Plan as Part of the Audit Plan	241
20.1.4 Customer’s Standard.....	244
20.2 MONTHLY ALLOCABLE REGIONAL GEP PRICE REDUCTION.....	245
20.2.1 Reduction to Regional Monthly Allocated Charges For Each Applicable Reduction Period	245
20.2.2 Applicable Reduction Period.....	245
20.2.3 Determination of the Annual Regional GEP Price Reduction	246
20.2.4 Limitation on Cumulative Performance Credits and GEP Reductions in Any Single Applicable Billable Year	251
20.2.5 Resolution of Disputes Regarding Failure to Implement and Cure	252
ARTICLE 21 INDEMNIFICATION.....	254
21.1 CUSTOMER INDEMNIFICATION	254
21.2 CONTRACTOR GENERAL INDEMNIFICATION	254
21.3 CONTRACTOR SPECIFIC INDEMNIFICATION	254
21.3.1 ELEP Indemnification	254
21.3.2 Licenses and Permits Indemnification	255
21.3.3 Laws and Regulations Indemnification	255
21.3.4 Insurance Indemnification	255
21.3.5 Contractor Independent Status Indemnification	256
21.3.6 Immigration Law Indemnification	256
21.4 PROCEDURES.....	257
ARTICLE 22 INFRINGEMENT	257

{00522950:}

22.1 CONTRACTOR’S OBLIGATION TO INDEMNIFY FOR INFRINGEMENT	257
22.2 CONTRACTOR’S OBLIGATIONS IF USE IS THREATENED.....	258
ARTICLE 23 LIABILITY; LIMITATION OF LIABILITY.....	259
23.1 DIRECT DAMAGES	259
23.2 CONSEQUENTIAL DAMAGES.....	261
23.3 EXCLUSIONS.....	261
23.4 TERMINATION DAMAGES AND MAXIMUM LIABILITY.....	261
23.4.1 [REDACTED]	261
23.4.2 [REDACTED]	262
23.4.3 [REDACTED]	262
23.4.4 [REDACTED]	263
23.4.5 [REDACTED]	263
23.4.6 [REDACTED]	263
23.4.7 [REDACTED]	263
23.4.8 [REDACTED]	264
23.4.9 [REDACTED]	264
ARTICLE 24 INSURANCE	264
24.1 CONTRACTOR’S INSURANCE REQUIREMENTS	264
24.2 CONTRACTOR’S FAILURE TO MAINTAIN INSURANCE	266
ARTICLE 25 WARRANTIES.....	266
25.1 HARMFUL CODE OR DATA	266
25.2 NO LIENS OR VIOLATIONS OF THIRD PARTY RIGHTS.....	267
25.3 CONFORMANCE WITH SPECIFICATIONS AND OTHER STANDARDS.....	267
25.4 AUTHORITY	268

{00522950:}

ARTICLE 26 ASSIGNMENT, OTHER TRANSFER, AND SUBCONTRACTING	268
26.1 ASSIGNMENT AND APPROVED SUBCONTRACTORS	268
26.2 WITHDRAWAL OF APPROVAL	269
26.3 SUBCONTRACTS.....	269
26.4 SUBCONTRACTOR - NONDISCLOSURE.....	269
ARTICLE 27 TERMINATION.....	270
27.1 NOTICE OF TERMINATION BY CUSTOMER	270
27.2 CONTRACTOR TERMINATION	271
27.3 NO WAIVER	271
27.4 ALLOCATED PAYERS' LIABILITY FOR PAYMENTS AFTER ACTUAL TERMINATION	272
27.5 NO LIABILITY OF CUSTOMER	272
27.6 RETURN OF PROPERTY UPON ACTUAL TERMINATION	272
ARTICLE 28 TRANSITION AT EXPIRATION AND NON-RENEWAL OR UPON TERMINATION OF THIS AGREEMENT	272
28.1 CONTRACTOR'S OBLIGATION TO ASSIST WITH TRANSITION	272
28.2 [REDACTED]	273
28.3 [REDACTED]	273
28.4 [REDACTED]	276
28.4.1 [REDACTED]	276
28.4.2 [REDACTED]	
28.4.3 [REDACTED]	
28.4.4 [REDACTED]	277
28.4.5 [REDACTED]	278
28.4.6 [REDACTED]	279
ARTICLE 29 REGULATORY AND LEGISLATIVE CONSIDERATIONS.....	280

{00522950:}

29.1 USERS ARE COMMUNICATIONS COMMON CARRIERS	280
29.2 CHANGES IN LAW AND REGULATIONS	281
ARTICLE 30 DISPUTE RESOLUTION	281
30.1 DISPUTE RESOLUTION PROCESS.....	281
30.2 CONTINUATION OF SERVICES	283
30.3 DISPUTES REGARDING CUSTOMER’S APPLICATION OF ALLOCATION	283
ARTICLE 31 DEFINITIONS.....	284
ARTICLE 32 NONEXCLUSIVE MARKET RIGHTS	354
ARTICLE 33 CENTRALIZATION	354
ARTICLE 34 GENERAL	354
34.1 BINDING ON SUCCESSORS AND PERMITTED ASSIGNS.....	354
34.2 ATTORNEYS’ FEES	355
34.3 SERVICE PARITY	355
34.4 ADVERTISING OR PUBLICITY	355
34.5 NON-WAIVER	355
34.6 WRITTEN NOTICES	356
34.6.1 Method.....	356
34.6.2 Recipients	356
34.6.3 Delivery	357
34.7 GOVERNING LAW, JURISDICTION, VENUE AND SERVICE OF PROCESS.....	358
34.8 SEVERABILITY.....	358
34.9 REMEDIES.....	358
34.10 SURVIVAL	359
34.11 JOINT WORK PRODUCT	359
34.12 HEADINGS	359

{00522950:}

34.13 COUNTERPARTS	359
34.14 IMMIGRATION LAW COMPLIANCE	359
ARTICLE 35 ENTIRE AGREEMENT.....	360

EXHIBITS

Exhibit A	Request for Proposal
Exhibit B	NANC NPAC/SMS Functional Requirements Specification
Exhibit C	NANC NPAC/SMS Interoperable Interface Specification
Exhibit D	Contractor Response to RFP
Exhibit E	Pricing Schedules
Exhibit F	Transition Milestones and Acceptance Test Matrix
Exhibit G	Service Level Requirements –
Exhibit H	Reporting and Monitoring Requirements –
Exhibit I	Key Personnel
Exhibit J	Form of NPAC/SMS User Agreement
	EXHIBIT J-1 User Agreement
	EXHIBIT J-2 – PTRS User Agreement
Exhibit K	GEP Elements and Determination of Failure for Specific GEP Elements
Exhibit L	Section 19.5(1) Default List
Exhibit M	Software Escrow Agreement
Exhibit N	Neutrality Legal Opinion (to be provided)
Exhibit O	Form of Arbitration Agreement
Exhibit P	Form of Performance Security
	P1: [REDACTED]
	P2: [REDACTED]

{00522950:}

Exhibit Q	Approved Subcontractors
Exhibit R1-5	Security Exhibits [HIGHLY CONFIDENTIAL]
Exhibit S	Additional Cybersecurity and Information Assurance Requirements

{00522950:}

MASTER SERVICES AGREEMENT (Northeast Region)

THIS MASTER SERVICES AGREEMENT (“Agreement”) is made and entered into to be effective as of the ____ day of _____ 201_, the (“Effective Date”), by and between the North American Portability Management LLC (the “Customer”), a Delaware limited liability company, and Telcordia Technologies, Inc., dba iconectiv (“Contractor”), a Delaware corporation.

RECITALS

WHEREAS, Customer is a limited liability company created under the laws of the State of Delaware by its Members for the purpose of engaging in business activities related to implementing number portability for local exchange telecommunications services in the following seven former Regional Bell Operating Company service areas of the United States (including states, territories, and possessions), each such service area referred to in this Agreement as a “region” and all seven regions constituting all regions of the United States:

- Northeast Region: Connecticut, Maine, New Hampshire, Massachusetts, New York, Rhode Island, and Vermont;
- Mid-Atlantic Region: Delaware, District of Columbia, Maryland, New Jersey, Pennsylvania, Virginia and West Virginia;
- Midwest Region: Illinois, Indiana, Michigan, Ohio and Wisconsin;
- Southeast Region: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, Puerto Rico, South Carolina, Tennessee and the Virgin Islands;
- Southwest Region: Arkansas, Kansas, Missouri, Oklahoma, and Texas;
- Western Region: Alaska, Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming’ and
- West Coast Region: California, Guam, Hawaii, Nevada, the Northern Mariana Islands, Johnson Atoll, Wake Island, Midway Atoll and American Samoa.

WHEREAS, in the First LNP Order,¹ the Commission concluded that it is in the public interest to manage the porting of local numbers through regional databases administered by one or more neutral parties.

WHEREAS, in the Second LNP Order,² the Commission adopted the NANC's recommendation for an administrative structure that allowed non-profit industry regional limited liability companies ("LLCs") to manage and oversee porting contractors.

WHEREAS, also in the Second LNP Order, after an RFP process in all regions, including this Region, the Commission approved the NANC's recommendation to select Lockheed Martin as the initial LNPA in four regions and Perot Systems as the initial LNPA in three regions, subject to successful negotiation of contracts with each LNPA in each region; however, subsequently, Lockheed Martin became the sole LNPA in all regions, including this Region.

WHEREAS, each Regional LLC negotiated and entered into seven separate master agreements with Lockheed Martin as the LNPA to provide, maintain, and administers the NPAC/SMS in each region, including this Region.

WHEREAS, all seven regional LLCs combined their operations and conduct into the Customer, and after such combination, the Customer has operated as the sole limited liability company in all regions formerly currently served by the seven Regional LLCs;

WHEREAS, the seven Regional LLCs no longer exist, and the Customer, by operation of law, is the successor-in-interest to each of the seven Regional LLCs;

¹ See generally *Telephone Number Portability*, CC Docket No. 95-116 RM-8535, First Report and Order and Further Notice of Proposed Rulemaking, 11 FCC Rcd 8352 (1996)(subsequent history omitted).

² *Telephone Number Portability*, CC Docket 95-116, RM-8535, Second Report and Order, 12 FCC Rcd 12281, 12297-98 (1997) (subsequent history omitted).

{00522950:}

WHEREAS, the Commission approved the transfer of Lockheed Martin’s communications business unit to Neustar, and Neustar became the LNPA in all seven regions;

WHEREAS, as of the Effective Date, Neustar is the LNPA in all seven regions under the Neustar Master Agreements and provides, maintains, and administers the Neustar NPAC/SMS;

WHEREAS, on February 5, 2013, the Commission announced the release by the Customer of a Request for Proposal and associated documents to solicit bids for a new contract with an LNPA in each of the seven regions, including with respect to certain required Ancillary Services;

WHEREAS, Contractor has reviewed and analyzed the RFP and has developed and submitted to Customer its Proposal and revisions thereto (hereinafter collectively the “Proposal”), and said Proposal sets forth Contractor’s offer and representations including, without limitation, conclusions, recommendations, and benefits incident to the appropriate facilities, hardware, system, software, and services, required to provide the NPAC/SMS, Services, and Ancillary Services, all as defined below, with the functional and operational performance capabilities and capacities specified in the RFP, the Proposal, and herein;

WHEREAS, in the Selection Order,³ the Commission approved the recommendation of the NANC that the Contractor serve as the next LNPA in all seven regions, subject to the satisfaction of certain conditions set forth in the Selection Order, and subject further to review and approval by the Commission.

WHEREAS, in the Selection Order, the Customer was directed to negotiate the terms of the contract with the Contractor in accordance with the Selection Order.

³ In the Matter of Telcordia Technologies, Inc. Petition to Reform Amendment No. 57 and to Order a Competitive Bidding Process for Number Portability Administration and Petition to Reform or Strike Amendment No. 70, to Institute Competitive Bidding for Number Portability Administration, and to End the NAPM LLC’s Interim Role in Number Portability Administration Contract Management, WC Docket No. 07-149, WC Docket No. 09-109, and CC Docket No. 95-116 (Adopted March 26, 2015 and Released March 27, 2015).

{00522950:}

WHEREAS, Contractor represents that it is fully qualified to provide, operate, and administer the NPAC/SMS, to provide Services and all Ancillary Services in all regions, including this Region;

WHEREAS, based on the representations contained in Contractor's Proposal, presentations, other printed material, correspondence, discussions, and in reliance upon the expertise of Contractor in developing, designing and delivering systems, Customer wishes to retain the professional services of Contractor as the provider of the NPAC/SMS in the Region, and to provide all Services and Ancillary Services, as defined below;

WHEREAS, Contractor desires to provide the NPAC/SMS in the Region and in all other regions, as defined below, to provide Services to Users and PTRS Services to PTRS Users from its NPAC/SMS Data Centers, and, further to provide Ancillary Services, all in accordance with the terms and conditions as set forth herein.

WHEREAS, this Agreement has been submitted to the Commission for review and approval, and has been approved by the Commission in exactly the form set forth herein.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants contained herein, it is hereby agreed as follows:

ARTICLE 1 MEANING OF TERMS

Unless otherwise defined, terms used in this Agreement are defined in Article 31.

ARTICLE 2 TERM OF THIS AGREEMENT

This Agreement shall commence as of the Effective Date and shall continue for a term ending on the fifth anniversary of the Actual Final Acceptance Date (the **"Initial Term"**), unless terminated earlier under the terms and provisions of this Agreement. After expiration of the Initial Term, this Agreement automatically shall renew for no more than two consecutive separate and individual one-year terms (i.e., one year at a time, with such first one year extension referred to as the "First Extension Term" and the second one year extension referred to as the "Second Extension Term"), unless an election not to renew is made by (1) Customer, by

{00522950:}

providing at least 90 Calendar Days Written Notice to Contractor prior to (a) the end of the Initial Term (with respect to expiration of the Initial Term) or (b) the end of the First Extension Term (with respect to expiration of the First Extension Term) in which the Agreement is in effect, or (2) Contractor by providing at least 180 Calendar Days Written Notice to Customer prior to (a) the end of the Initial Term (with respect to expiration of the Initial Term) or (b) the end of the First Extension Term (with respect to expiration of the First Extension Term) in which the Agreement is in effect. The “Term” of this Agreement shall mean the period during which this Agreement is in effect, including specifically all extensions pursuant to Section 28.2. This Agreement automatically shall expire at the end of the Second Extension Term, subject to the right of Customer to extend the Agreement pursuant to Section 28.2. The Parties agree and acknowledge that Article 28 shall apply with respect to any expiration or non-renewal of this Agreement under Article 2. Actual Termination shall be deemed to occur when Contractor is no longer providing Services or Ancillary Services pursuant to this Agreement after a Notice of Termination, a Notice of Non-Renewal, and/or a Notice of Extension has been delivered.

ARTICLE 3 SCOPE OF WORK AND OBLIGATIONS OF CONTRACTOR

3.1 Scope of Work

Contractor shall, in exchange solely for the payment of the charges set forth in Article 5, perform the following: (i) design and configure the NPAC/SMS to provide the Services, Ancillary Services, and Additional Services and to transition from the Neustar NPAC/SMS Service to Contractor’s NPAC/SMS Service by the Final Acceptance Date in accordance with the terms of this Agreement, including but not limited to Article 7; (ii) provide and continue to provide during the term of this Agreement all Facilities, Software, Personnel, and effort necessary to manage, maintain, and operate the NPAC/SMS to provide all Services, Ancillary Services, and Additional Services, including, but not limited to, all NPAC/SMS Data Centers, during the Term of this Agreement (including during any and all Transitions), in accordance with the Specifications and this Agreement, including but not limited to satisfaction of all Service Level Requirements (referred to as “SLRs” or “Service Level Requirements”); (iii) as the administrator of the NPAC/SMS provide the Services, the Ancillary Services, and the Additional Services during the term of this Agreement, in accordance with the Specifications and this Agreement, including but not limited to satisfaction of all SLRs; (iv) adapt, improve, refine, update, reconfigure, and modify the NPAC/SMS during the Term of this Agreement in accordance with the requirements

{00522950:}

of this Agreement; (v) bill for the payment of charges for all Services, Additional Services, and Ancillary Services in accordance with this Agreement; and (vi) provide Transition Services as set forth in this Agreement.

3.2 Covenants and Agreements of Contractor

3.2.1 General Statement

Contractor covenants and agrees, in exchange solely for the payment of the charges set forth in Article 5, to provide and to continue to provide all Facilities, Software, Personnel, and effort necessary to perform the Scope of Work set forth in this Article 3.

3.2.2 Specific Limited Enumeration of Obligations, Covenants, and Conditions under this Agreement

In satisfactorily discharging the Scope of Work set forth in this Article 3, Contractor covenants and agrees at all times during the Term of this Agreement to satisfy the requirements set forth in this Section 3.2.2.

3.2.2.1 Be and Remain a Neutral Third Party.

3.2.2.1.1 Covenant.

Contractor covenants and agrees that Contractor and all Core Subcontractors will each qualify as a Neutral Third Party no later than two hundred seventy (270) Calendar Days after the Effective Date, and that Contractor and all Core Subcontractors each will remain a Neutral Third Party for the Term of this Agreement.

3.2.2.1.2 Obligation to Deliver Neutrality Legal Opinions.

3.2.2.1.2.1 Obligation to Deliver Initial Neutrality Opinion. Contractor covenants and agrees that no later than three hundred (300) Calendar Days after the Effective Date or thirty (30) Calendar Days after the date upon which User testing begins, whichever is earlier, Contractor will deliver to Customer a Neutrality Legal Opinion confirming that as of two hundred seventy (270) Calendar Days after the Effective Date,

{00522950:}

or the date upon which User testing begins, whichever is earlier, Contractor meets the requirements of Section 3.2.2.1.1 (the “Initial Neutrality Legal Opinion”). The form of the Initial Neutrality Legal Opinion is attached as Exhibit N.

3.2.2.1.2.2 Obligation to Deliver Subsequent Semiannual Neutrality Legal Opinions.

(a) Contractor covenants and agrees that, no later than 60 days prior to the Final Acceptance Date and as a condition precedent to Final Acceptance pursuant to Article 7, Contractor will deliver to Customer a Neutrality Legal Opinion confirming that Contractor meets the requirements of Section 3.2.2.1.1 as of the date it is delivered. For the avoidance of doubt, failure to deliver the Neutrality Legal Opinion required by this subsection 3.2.2.1.2.2(a) shall, until cured, prevent Final Acceptance from occurring and shall prevent Contractor from being entitled to be compensated for rendering Services or Ancillary Services in accordance with Article 5.

(b) Contractor covenants and agrees that beginning six months after the Actual Final Acceptance Date and every six months thereafter for the Term of this Agreement, Contractor will (a) arrange for a Neutrality Auditor that meets, upon selection in accordance with, the requirements of, Section 17.3 to conduct a Neutrality Audit of the immediately preceding 6-month period and (b) deliver to the Customer a Neutrality Legal Opinion pursuant to Section 17.3 of this Agreement no later than thirty (30) Calendar Days following the conclusion of the 6-month period being audited, and confirming that Contractor met the requirements of Section 3.2.2.1.1 during the audit period.

3.2.2.2 Be and Remain Financially Stable

Contractor covenants and agrees to do those actions set forth in this Section 3.2.2.2 during the Term of this Agreement to evidence and to substantiate its financial stability.

3.2.2.2.1 Annual Report and Certification

Contractor covenants and agrees that annually during the Term of this Agreement within 120 Calendar Days following the close of the Contractor’s annual fiscal twelve-month year,

{00522950:}

Contractor shall provide the Annual Report, prepared by an outside independent auditor, of its parent company under which Contractor’s financials are consolidated, for the fiscal period. Unless Contractor otherwise provides notice to Customer in writing substantiating the change, the parent company under which Contractor’s financials are consolidated is Telefonaktiebolaget LM Ericsson. In addition, Contractor will deliver to the Customer a Certification from the Chief Financial Officer of the Contractor (“Annual Financial Certification”), certifying to the knowledge of such Chief Financial Officer that Contractor’s financial records as provided to its parent company present fairly, in all material respects, the financial position of the Contractor as of the end of such fiscal year, and the related results of its operations and cash flows for such fiscal year, all in conformity with accounting principles generally accepted in the United States of America and consistently applied. [REDACTED]

[REDACTED]

3.2.2.2.2 Quarterly Chief Financial Officer Certification

Contractor covenants and agrees that during the Term of this Agreement, within 30 Calendar Days following the close of each fiscal quarter of the Contractor, Contractor will deliver to the Customer a Certification from the Chief Financial Officer of the Contractor (“Quarterly Financial Certification”), certifying to the knowledge of such Chief Financial Officer that (a) no financial event has occurred that would permit a termination of this Agreement by Customer and (b) that Contractor’s current capital resources will be sufficient to fund capital expenditures and working capital requirements of the Contractor and to perform pursuant to this Agreement.

[REDACTED]

{00522950:}

[REDACTED]

3.2.2.3 Organize Itself by Division, Profit Center, or other Auditable Accounting Means

3.2.2.3.1 Obligation to Deliver Officer Organizational Certification. Contractor covenants and agrees that as of the Effective Date it is, and at all times during the Term of this Agreement, it will remain, organized by division, profit center, or other accounting means to allow all costs, expenses, and revenues from or associated with the Scope of Work under this Agreement to be isolated, identified, and audited. Further, Contractor covenants and agrees that annually, as part of the “Audit of Charges” pursuant to Section 17.2, Contractor shall audit compliance with this Section 3.2.2.3 and shall deliver to the Customer a Certification from the Chief Financial Officer of the Contractor that Contractor is and has been during the preceding 12 calendar months in compliance with this Section 3.2.2.3 or if the Chief Financial Officer cannot make such certifications, that Contractor is not so organized (the “Officer Organization Certification”). [REDACTED]

[REDACTED]

{00522950:}

3.2.2.3.2 Obligation to Be Organized by Division, Profit Center, or Other Accounting Means. [REDACTED]

[REDACTED]

3.2.2.4 Maintain NPAC/SMS Data Situs in Continental United States

3.2.2.4.1 Obligation to Deliver Officer Situs Certification.

Contractor covenants and agrees that as of the Effective Date it has, and at all times during the Term of this Agreement, it will ensure that all NPAC/SMS Data Centers and associated Facilities comply with the terms of Section 9.2 regarding: (a) situs in the Continental United States; and (b) the requirement that physical, logical and administrative access to Highly Confidential Information be limited solely to the Continental United States. Further, Contractor covenants and agrees that annually, as part of the “NPAC/SMS Data Center Operations Audit” pursuant to Section 17.1, Contractor shall audit compliance with this Section 9.2 and shall deliver to the

{00522950:}

Customer a Certification from an Officer of the Contractor that Contractor is and has been during the preceding 12 calendar months in compliance with Section 9.2 or if the Officer cannot make such certifications, that Contractor is not in compliance (the “Officer Situs Certification”).

[REDACTED]

**3.2.2.4.2 Consequences of Violations of the
Obligation to Maintain NPAC/SMS Data Situs in Continental United States.** [REDACTED]

[REDACTED]

3.2.2.5 Post the Required Performance Security

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

3.2.2.6 Deliver the NPAC/SMS and Obtain Final Acceptance in accordance with All Specifications by the Final Acceptance Date and in accordance with the Transition Milestones

Contractor covenants and agrees to design, configure, implement, and deliver the NPAC/SMS and obtain Final Acceptance by the Final Acceptance Date, in accordance with Specifications and this Agreement and in accordance with the Transition Milestones, and in connection therewith, hereby agrees to cooperate with the TOM and Neustar to ensure an orderly, timely, and effective transition in accordance with the Transition Milestones. [REDACTED]

[REDACTED]

3.2.2.7 Provide Permanent Test Beds

3.2.2.7.1 Obligation to Deliver Officer Test Beds

Certification. Contractor covenants and agrees to design, configure, implement, and deliver at least two separate permanent test beds (the “Permanent Test Beds”) in accordance with Section 7.4. Contractor covenants and agrees that annually, as part of the “NPAC/SMS Data Center Operations Audit” pursuant to Section 17.1, Contractor shall audit compliance with Section 7.4

{00522950:}

to provide the Permanent Test Beds and shall deliver to the Customer a Certification from an Officer of the Contractor that Contractor is and has been during the preceding 12 calendar months in compliance with Section 7.4 to provide the Permanent Test Beds, or if the Officer cannot make such certifications, that Contractor is not or has not been during the preceding 12 calendar months in compliance with Section 7.4 to provide the Permanent Test Beds (the “Officer Test Beds Certification”).

[REDACTED]

3.2.2.7.2 Obligation to Provide At Least Two Permanent Test Beds.

[REDACTED]

3.2.2.8 Provide Sufficient Training

{00522950:}

Contractor covenants and agrees during the Term of this Agreement to provide sufficient training as set forth in Section 10.1 [REDACTED]. Contractor agrees annually to audit compliance with this covenant and agreement as part of the “NPAC/SMS Data Center Operations Audit” pursuant to Section 17.1, and to report on findings and corrective action, if any, as part of the Data Center Operations Audit.

3.2.2.9 Provide NPAC/SMS Support, including HelpDesk Service and web domain and dashboard

Contractor covenants and agrees to provide the specific NPAC/SMS support services as set forth in Section 10.2 [REDACTED] including the HelpDesk Service. Contractor agrees annually to audit compliance with this covenant and agreement as part of the “NPAC/SMS Data Center Operations Audit” pursuant to Section 17.1, and to report on findings and corrective action, if any, as part of the Data Center Operations Audit. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3.2.2.10 Provide Specified Reports to Users and PTRS Users, to Customer, and to the Commission

Contractor covenants and agrees during the Term of this Agreement to provide the specific NPAC/SMS Reports and Ancillary Services Reports as set forth in Section 8.3. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3.2.2.11 Provide an IVR

3.2.2.11.1 Obligation to Deliver Officer IVR Certification.

Contractor covenants and agrees to design, configure, implement, and deliver an Accepted IVR in accordance with Section 10.3. Further, Contractor covenants and agrees that annually, as part

{00522950:}

of the “NPAC/SMS Data Center Operations Audit” pursuant to Section 17.1, Contractor shall audit compliance with Section 10.3 to provide the IVR and shall deliver to the Customer a Certification from an Officer of the Contractor that Contractor is and has been during the preceding 12 calendar months in compliance with Section 10.3 to provide the IVR or if the Officer cannot make such certifications, that Contractor is not is in compliance (the “Officer IVR Certification”). [REDACTED]

[REDACTED]

3.2.2.11.2 Obligation to Provide the IVR. [REDACTED]

[REDACTED]

{00522950:}

3.2.2.12 After Final Acceptance of the NPAC/SMS, Provide Services, PTRS Services, Ancillary Services, and Additional Services At or Above SLRs and in accordance with all Specifications

After Final Acceptance of the NPAC/SMS, during the Term of the Agreement, Contractor covenants and agrees to provide Services, PTRS Services, Ancillary Services, and Additional Services, all in accordance with the Specifications and at or above the SLRs specified in Exhibit G and to monitor and report on the provision of Services, PTRS Services, Ancillary Services, and Additional Services in accordance with the terms and provisions of this Agreement.

3.2.2.13 Provide Services and PTRS Services only pursuant to uniform and nondiscriminatory User Agreements and PTRS Service User Agreements in accordance with this Agreement

3.2.2.13.1 Obligation to Deliver Officer Nondiscrimination

Certification. After Final Acceptance during the Term of the Agreement, Contractor covenants and agrees to provide Services and PTRS Services to Users and PTRS Users, respectively, only after execution of uniform and non-discriminatory NPAC/SMS User Agreements and PTRS User Agreements in substantially the forms referenced in Section 6.1.1. Further, Contractor covenants and agrees that annually, as part of the “NPAC/SMS Data Center Operations Audit” pursuant to Section 17.1, Contractor shall audit compliance with Section 6.1.1 and shall deliver to the Customer a Certification from an Officer of the Contractor that Contractor is and has been during the preceding 12 calendar months in compliance with Section 6.1.1 to provide Services and PTRS Services to Users and PTRS Users, respectively, only after execution of uniform and non-discriminatory NPAC/SMS User Agreements and PTRS User Agreements or if the Officer cannot make such certifications, that Contractor is not in compliance (the “Officer Nondiscrimination Certification”).

[REDACTED]

{00522950:}

3.2.2.13.2 Obligation to Provide Nondiscriminatory Services and PTRS Services. [REDACTED]

[REDACTED]

3.2.2.14 Implement, Conduct, and Adhere to the Requirements of the NUE Process

Contractor covenants and agrees to provide Services and PTRS Services to Users and PTRS Users only pursuant to the process set forth in Article 6 and to implement, conduct, and adhere to the NUE Process set forth in Article 6. [REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

3.2.2.15 Provide the Wireless Do Not Call Services in accordance with this Agreement and comply with audit requirements.

Contractor covenants and agrees to design and configure a means of providing Wireless Do Not Call Services and to implement and maintain Wireless Do Not Call Services in accordance with Section 18.7.1. [REDACTED]

[REDACTED]

3.2.2.16 Provide the ELEP Services in accordance with this Agreement and compliance with audit requirements

Contractor covenants and agrees to design and configure a means of providing ELEP Services and to implement and maintain ELEP Services in accordance with Section 18.7.2. [REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

3.2.2.17 Maintain the Confidentiality of all Confidential Information, including User Data, pursuant to the Agreement.

Contractor covenants and agrees to implement, maintain, and comply with the security measures and requirements as set forth in this Agreement for the protection of Confidential Information, including the disaster recovery measures and requirements. [REDACTED] [REDACTED] [REDACTED] [REDACTED]

[REDACTED]

3.2.2.18 Implement and Maintain the Software Escrow Arrangements in this Agreement.

[REDACTED]

3.2.2.19 Develop, Implement, Maintain, and Annually Test Disaster Recovery and Backup Plans

{00522950:}

3.2.2.19.1 Obligation to Deliver Disaster Recovery and Backup Exercise Report. Contractor covenants and agrees during the Term of this Agreement to develop and to deliver to Customer a Disaster Recovery and Backup Plan satisfying the requirements of Section 15.2, [REDACTED]

[REDACTED]

3.2.2.19.2 Failure to Implement Corrective Actions in Accordance with Disaster Recovery Report. [REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

3.2.2.20 Develop, Implement, Maintain, and Annually Test Specified Business Continuity Plan

3.2.2.20.1 Obligation to Deliver Business Continuity

Exercise Report. Contractor covenants and agrees during the Term of this Agreement to develop and to deliver to Customer a Business Continuity Plan satisfying the requirements of Section 14.5.1, [REDACTED]

[REDACTED]

{00522950:}

**3.2.2.20.2 Failure to Implement Corrective Actions in
Accordance with Business Continuity Exercise Report.**

[REDACTED]

**3.2.2.21 Develop, Implement, Maintain, and Annually Test
Specified Security Plan**

3.2.2.21.1 Obligation to Deliver Security Report.

[REDACTED]

{00522950:}

[REDACTED]

3.2.2.21.2 Failure to Implement Corrective Actions in Accordance with the Security Report. [REDACTED]

[REDACTED]

3.2.2.22 Develop, Implement, Maintain, and Annually Conduct and Report on a User Satisfaction Survey

Contractor covenants and agrees during the Term of this Agreement to develop, implement, maintain, and annually conduct and report on a User Satisfaction Survey pursuant to and satisfying the requirements of Section 17.4. [REDACTED]

{00522950:}

[REDACTED]

3.2.2.23 Develop, Schedule, Conduct and Report on the Following Annual Audits.

Contractor covenants and agrees during the Term of this Agreement to develop, schedule, conduct, report on, and correct any reported deficiencies [REDACTED]

[REDACTED]

3.2.2.23.1 Annual NPAC/SMS Data Center Operations Audit

Contractor covenants and agrees annually during the Term of this Agreement to conduct an NPAC/SMS Data Center Operations Audit, in accordance with and satisfying the requirements of Section 17.1. [REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

3.2.2.23.2 Annual Audit of Charges

Contractor covenants and agrees annually during the Term of this Agreement to conduct an annual User Charges Audit, in accordance with, and satisfying the requirements of, Section 17.2. Contractor further covenants and agrees to prepare and deliver a written report detailing the results of, and corrective actions proposed with respect to, the annual Audit of Charges in accordance with Section 17.2. [REDACTED]

[REDACTED]

3.2.2.24 Monitor Performance and Compliance with this Agreement, M&Ps, Specifications and Specified Requirements and Functionalities and Prepare Required Reports with respect to such Monitoring

Contractor covenants and agrees during the Term of this Agreement to monitor the operation and performance of the NPAC/SMS and of the Services and Ancillary Services and to prepare and deliver reports on such operation and performance as set forth in Section 8.3 [REDACTED]

[REDACTED]

3.2.2.25 Implement, Conduct, and Adhere to the GEP and Agree to the GEP Charge Reductions Set Forth Therein

{00522950:}

Contractor covenants and agrees during the Term of this Agreement to implement, conduct, and adhere to the GEP set forth in Article 20 and to accept the GEP Charge Reductions set forth therein. Contractor expressly agrees and acknowledges that acceptance of the GEP and the GEP Charge Reductions was a material inducement to Customer's decision to enter into this Agreement.

3.2.2.26 Implement Specified Levels of Insurance

Contractor represents and warrants that as of the Effective Date it has and holds at its sole cost and expense those specified levels of insurance coverage set forth in Article 24 and further covenants and agrees that it shall continue to have and hold such insurance coverage during the Term of this Agreement without lapse. [REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

3.2.2.27 Adhere to Certain Requirements regarding Subcontractors

[REDACTED]

{00522950:}

[REDACTED]

3.2.2.28 Adhere to Prohibitions on Assignment

Contractor covenants and agrees that it shall adhere to the prohibitions on assignment in all respects as set forth in Article 26. Contractor expressly agrees and acknowledges that Contractor's agreement to adhere to the prohibitions on assignment in all respects as set forth on Article 26 because of Customer's investigation of Contractor's expertise and experience was a material inducement to Customer's decision to enter into this Agreement. [REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

3.2.2.29 Agree to the Performance Credits and Liquidated Damages Specified for SLR Violations

Contractor covenants and agrees to abide by the imposition of those Performance Credits specified in Section 19.3 for the reasons set forth in this Agreement. [REDACTED]

[REDACTED]

3.2.2.30 Provide Continued Services and Specified Transition Services Upon the Expiration, Notice of Termination or Non-Renewal of the Term of the Agreement

Contractor covenants and agrees that it will assist Customer in the orderly transition of all of the Services, Ancillary Services, and Additional Services [REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

3.2.2.31 Provide At Least Two Fully Redundant, Synchronous NPAC/SMS Data Centers

{00522950:}

Contractor covenants and agrees that during the Term of this Agreement it will provide at least two fully redundant NPAC/SMS Data Centers in compliance with the requirements set forth in Section 9.1 and the requirements of Section 15.5 regarding synchronous replication of all NPAC/SMS Data at all times. [REDACTED]

[REDACTED]

3.2.2.32 Adhere to Limitations on the Processing of Confidential Information

Contractor covenants and agrees that it shall only: (a) Process Confidential Information, including NPAC Data, to the extent necessary to provide the Services, Ancillary Services, Transition Services, and Additional Services (collectively, the "Covered Services") and in strict accordance with the requirements explicitly set forth in this Agreement; or (b) engage in a

{00522950:}

Permitted Use of User Data in connection with Administrator PTRS User Services of the Contractor or Contractor's Affiliate pursuant to, and in accordance with, Article 6.

ARTICLE 4 RELATIONSHIP

Contractor's relationship to Customer in the performance of this Agreement is that of an independent contractor. All Personnel (including expressly all personnel furnished by Subcontractors) furnished by Contractor (hereinafter "Contractor's Employee(s)") to discharge the scope of work set forth in Article 3 and to perform Services, Ancillary Services, and Additional Services hereunder shall at all times remain under Contractor's exclusive control and direction and shall be employees of Contractor and not employees of Customer. Contractor shall pay all wages, salaries, subcontract fees and amounts, and other amounts due Contractor's Employee(s) regarding Contractor's obligations under this Agreement and shall be responsible for all obligations respecting them relating to local, state, and federal taxes, including but not limited to FICA, income tax withholdings, unemployment compensation and other similar responsibilities and, as such, Contractor shall and covenants to file all required forms and to make all necessary payments appropriate to the Contractor's tax status. In the event the Contractor treats any of Contractor's Employee(s) as independent contractors and such treatment is challenged, changed, or denied by taxing authorities, or in the event any Subcontractors independent status is challenged, changed, or denied by taxing authorities, or such personnel are declared to have "common law" status with respect to work performed for Customer.

Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between Contractor and Customer or any Users. Neither Party nor any User is, by virtue of this Agreement, authorized as an agent, employee or legal representative of the other. Except as specifically set forth herein, neither Party shall have power to control the activities and operations of the other and their status is, and at all times will continue to be, that of independent contractors. Neither Party shall have any power or authority to bind or commit the other.

{00522950:}

ARTICLE 5 SOLE AND EXCLUSIVE CHARGES

5.1 Declaration and Acknowledgment of Sole and Exclusive Compensation

[REDACTED]

5.2 Provision of the NPAC/SMS and Services – Payment of Service Fees

5.2.1 Service Charges after Final Acceptance

The date that Final Acceptance is received shall be referred to as the Actual Final Acceptance Date. Final Acceptance shall be determined pursuant to Article 7. [REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

5.2.2 Allocable Charges in this Region

Allocable Charges for each “Applicable Billable Year” in this Region during the Initial Term (or any Term after the Initial Term) that are billable to Allocated Payors in this Region (referred to herein as the “Regional Monthly Allocated Charges”) shall be computed, assessed, and invoiced monthly and shall require the identification and computation of several monthly allocable amounts pursuant to this Section 5.2.2. The Regional Monthly Allocated Charges for each Applicable Billable Year shall equal the following:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

**5.2.2.1 Computation of Regional Applicable Billable Year Flat Fee
Base and Monthly Regional Applicable Billable Year Flat Fee
Base**

[REDACTED]
[REDACTED]

[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

5.2.2.2 Computation of Monthly Allocable Billable PTRS User Charges (if any)

[REDACTED]

5.2.2.3 Computation of Monthly Allocable Regional Performance Credits

[REDACTED]

{00522950:}

5.2.2.4 Computation of Monthly Allocable Regional GEP Price Reductions

[REDACTED]

5.2.2.5 Computation of Monthly Allocable Regional Damages

[REDACTED]

5.2.3 An Allocated Payor's Allocable Share of Allocable Charges

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

5.2.4 A User's Direct Charges

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

5.2.5 Monthly Charges for Service

5.2.5.1 Monthly Invoices for All Allocated Payors

5.2.5.1.1 Monthly Charges on Monthly Invoice

[REDACTED]

5.2.5.1.2 Design of Monthly Invoice

{00522950:}

[REDACTED]

5.2.5.2 Monthly Summary of Charges to Customer

[REDACTED]

5.2.5.3 Billing and Collections System

[REDACTED]

5.3 Provision of Ancillary Services – Payment of Ancillary Services Charges

5.3.1 PTRS User Charges

[REDACTED]

{00522950:}

[REDACTED]

5.3.2 Wireless Do Not Call Service Charges

[REDACTED]

{00522950:}

[REDACTED]

5.3.3 ELEP Service Charges

[REDACTED]

5.4 Additional Services and Associated Statements of Work

[REDACTED]

{00522950:}

5.5 Expenses of Contractor

[REDACTED]

5.6 Taxes

[REDACTED]

5.7 Licenses and Permits

[REDACTED]

5.8 Laws and Regulations

[REDACTED]

{00522950:}

[REDACTED]

5.9 Mandated Process Flow

[REDACTED]

{00522950:}

5.10 Most Favored Customer

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

5.11 [REDACTED]

[REDACTED]

ARTICLE 6 CHARACTERIZATION OF APPLICANTS AND NUE PROCESS

6.1 NPAC/SMS Users and PTRS Users

{00522950:}

6.1.1 Prerequisites for Providing Services and PTRS Services Generally

Except as stated in Section 6.1.2.2.3 for Contractor PTRS User Services and Section 6.2.6.1 for Users and PTRS Users of the Neustar NPAC/SMS on the Actual Final Acceptance Date, Contractor shall provide Services and PTRS Services with respect to this Region only upon satisfaction of all of the following conditions:

- (a) **The Applicant Completes a New User Application** - Any individual, corporation, partnership, association, or entity requesting either Services or PTRS User Services from Contractor with respect to the Region shall be required to complete an application for Services or PTRS User Services, respectively, with respect to the Region (the “New User Application”), in substantially the form attached hereto as Exhibit J - NPAC/SMS User Agreement Form and Exhibit J-1 – PTRS User Agreement Form, respectively, and made a part hereof. Any individual, corporation, partnership, association, or entity that completes a New User Application shall be considered an “Applicant” for purposes of this Agreement. Any individual, corporation, partnership, association or entity that is not already a User with respect to this Region for which it desires to obtain Services in this Region must complete a New User Application for this Region, even if it is either an Applicant, a User, or a PTRS User in another United States region. Any individual, corporation, partnership, association or entity that is not already a PTRS User with respect to this Region for which it desires to obtain PTRS Services must complete a New User Application for this Region, even if it is either an Applicant, a User, or a PTRS User in another United States region. The New User Application can only be changed by the Parties pursuant to the process set forth in Section 6.7 of this Agreement.
- (b) **The Applicant is Determined to Qualify as a User or a PTRS User** - The Applicant has been affirmatively determined to qualify as a User or a PTRS User pursuant to this Section 6.1.
- (c) **The Applicant Executes a User Agreement or a PTRS User Agreement** With respect to any User, the Applicant has executed an NPAC/SMS User Agreement with respect to this Region that is in effect at all times Services are provided and is in substantially the form attached to this Agreement as Exhibit J - NPAC/SMS User Agreement Form. With respect to any PTRS User, the Applicant has executed a PTRS

{00522950:}

User Agreement with respect to this Region that is in effect at all times PTRS Services are provided and is in exactly the form attached to this Agreement as Exhibit J-1 - PTRS User Agreement Form. Contractor shall not provide Services or PTRS Services with respect to this Region to any individual, corporation, partnership, association, or entity, even if such individual, corporation, partnership, association, or entity qualifies as a User or a PTRS User, respectively, unless an applicable NPAC/SMS user Agreement or PTRS User Agreement, as the case may be, is executed and in effect at all such times Services or PTRS Services are provided.

At no additional cost, Contractor shall provide a monthly report to Customer of the name and address of all Users and PTRS Users on the last Calendar Day of the preceding month, which report shall set forth in a separate section all new Users and PTRS Users since the last such report and Users and PTRS Users that have discontinued receiving Services or PTRS Services since the last Monthly User and PTRS User Census Report (the “Monthly User and PTRS User Census Report”). Contractor shall also provide a copy of this Monthly User and PTRS User Census Report to any requesting User at no additional charge, but shall not provide a copy of the Monthly User and PTRS User Census Report to any PTRS User. The Monthly User and PTRS User Census Report shall be posted on a secure extranet website, with appropriate password protections satisfactory to Customer and detailed and included as part of the Data Center Security Plan.

6.1.2 Categorization of Applicants and Evaluation of New User Applications

6.1.2.1 Categorization of Applicants

Based solely upon the New User Application, Contractor shall categorize each Applicant for purposes of further consideration of the New User Application, as set forth in a New User Application M&P (as that term is defined in Section 6.4.2 as (A) a TSP, (B) PTRS, or (C) “other,” which for purposes of this Section 6.1.2 shall refer to any Applicant that is not identified in the New User Application as either a TSP or a PTRS. An Applicant may not be categorized as more than one of (A), (B), or (C) above in any single New User Application, but may submit separate New User Applications in order to qualify under more than one category.

{00522950:}

If an Applicant is categorized as a TSP, Contractor shall process the New User Application pursuant to a New User Application M&P. Contractor shall determine if the Applicant is a TSP and qualifies as a User pursuant to Section 6.1.2.2.1 (Qualification Generally) and Section 6.1.2.2.2 (Limited Referral to Customer) and using the definitions set forth in Section 6.1.2.2.4 (Consideration of User Data – Permitted Uses).

If the Applicant is categorized as a PTRS, then Contractor shall refer the New User Application (and all supporting documentation and substantiation required under the NUE Process M&P) to the New User Evaluator (“NUE”) for further consideration of the New User Application and qualification as a PTRS User, in accordance with the process and procedures set forth in Section 6.2 (New User Evaluator Process)).

If the Applicant is classified as “other,” then Contractor shall contact the Applicant to determine whether “other” is the correct categorization of the Applicant. If Contractor cannot determine that the Applicant’s category is either a TSP or a PTRS, then Contractor shall refer the New User Application (and all supporting documentation and substantiation required under any New User Application M&P) to the Customer for further consideration.

6.1.2.2 Qualification as a User or a PTRS User

6.1.2.2.1 Qualification Generally

The determination of whether any Applicant qualifies for Services or PTRS Services as a User or as a PTRS User, respectively, shall be based upon a good-faith, reasonable interpretation of the information provided by such Applicant pursuant to the New User Application and the definition of “User” and “PTRS User” in this Agreement, information available in the public domain, and authorized communications with the Applicant. If Contractor’s Project Executive knows that a User or a PTRS User is not or ceases to qualify as a User under this Agreement, such Project Executive shall notify Customer and shall take appropriate action, including, without limitation and, if appropriate, terminating such User’s User Agreement or such PTRS User’s PTRS User Agreement or making a Misuse Allegation pursuant to Section 6.2.6.3 of this Agreement. Membership in Customer is not a requirement or qualification to be a User or a PTRS User.

6.1.2.2.2 Limited Referral to Customer

{00522950:}

Notwithstanding anything in this Agreement to the contrary, if Contractor is unsure (1) whether an Applicant categorized on the New User Application as a TSP falls within the definition of “TSP” under Article 1 of this Agreement, or (2) subject to Section 6.2.5.6, if there is no NUE then acting, whether an Applicant categorized on the New User Application as a PTRS, including Contractor, qualifies as a PTRS User, then Contractor shall refer such application to Customer for its decision on whether the Applicant qualifies as a User or as a PTRS User before entering into a User Agreement or a PTRS User Agreement with such Applicant.

6.1.2.2.3 Contractor’s and Contractor Affiliate’s Qualification as a PTRS User

Contractor and an Affiliate of Contractor may qualify as a PTRS User and enter into a PTRS User Agreement as a PTRS only upon completion of a New User Application and only with respect to each separate single service or product offered (i) that in any way makes use of User Data, (ii) that is not considered a Service or a PTRS Service under this Agreement, and (iii) for which Contractor is not compensated under Article 5 of this Agreement (an “Administrator PTRS User Service”). Whether Contractor or an Affiliate of Contractor qualifies as a PTRS User shall be determined pursuant to the process and procedures set forth in this Article 6 and documented in the NUE Process M&P, and the determination shall be made pursuant to Section 6.2.6.3 with respect to every Administrator PTRS User Service and not merely upon an Applicant’s initial request to receive PTRS Services with respect to the Region. In addition, during all times Contractor or an Affiliate of Contractor is a PTRS User with respect to any Administrator PTRS User Service, Contractor or an Affiliate of Contractor shall submit a separate request to the NUE pursuant to Section 6.2.6.3 with respect to each additional Administrator PTRS User Service and in connection with each Administrator PTRS User Service Material Modification for consideration and determination prior to the time each such additional Administrator PTRS User Service or Administrator PTRS User Service Material Modification may be Commercially Launched (the term “Commercially Launched” shall have the meaning set forth in Section 6.2.6.3.1.2. For purposes of the foregoing sentence, an Administrator PTRS User Service Material Modification shall mean a proposed modification to an Administrator PTRS User Service that in good faith is reasonably considered to constitute, or to result in or to cause, a material change or alternation (and not merely a minor, small, or insignificant change) in any of the following: (a) the need to access any part of the NPAC/SMS for the purpose of

{00522950:}

routing, rating, or billing calls, or performing network maintenance in connection with providing telecommunications services, because the rating, routing, or billing of calls or the performance of network maintenance is impacted by porting or pooling (as such terms are defined below); or (b) the intended use or actual use of User Data with respect to whether such use constitutes “commercial exploitation” of User Data (as defined below), including, but not limited to a change to the content of the User Data obtained for and used in connection with the Administrator PTRS User Service, the method, manner, mode and connectivity to the NPAC/SMS to obtain the User Data and the pricing for the Administrator PTRS User Service; provided, however, that a change in branding of an Administrator PTRS User Service or the bundling of an Administrator PTRS User Service with other services, including any other Administrator PTRS User Service(s), shall not alone or by themselves be considered an Administrator PTRS User Service Material Modification.

For purposes of the foregoing, the term Contractor’s Affiliate or an Affiliate of Contractor shall mean an individual, corporation, partnership, association or other entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual, corporation, partnership, association or other entity specified. For purposes of the foregoing sentence, “control” of an entity and its derivatives shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the entity, whether through legal, beneficial or equitable ownership, directly or indirectly, of the outstanding voting capital stock (or other ownership interest, if not a corporation) of an entity, by contract or otherwise. An Affiliate of the Contractor shall also include any User or PTRS User that is neither the Contractor nor an Affiliate of the Contractor but which becomes either the Contractor or an Affiliate of the Contractor as a result of its acquisition by or association with the Contractor or an Affiliate of the Contractor, and the event which results in the User or PTRS User becoming either the Contractor or an Affiliate of the Contractor shall be referred to as an “Affiliation Event”.

Notwithstanding the above, PTRS User Services provided by Contractor as a PTRS User of the Neustar NPAC/SMS prior to the Actual Final Acceptance Date, shall be permitted to continue after the Actual Final Acceptance Date, provided however, no later than ninety (90) Calendar Days after the Actual Final Acceptance Date, Contractor will submit New User Applications for its Administrator PTRS Services subject to the terms of this Section 6.1.2.2.3 and Contractor’s

{00522950:}

continued provision of PTRS User Services shall be permitted to continue subject to the Administrator PTRS User Service Findings Report per Section 6.2.3.3 . For the sake of clarity, this submission shall be considered as prior to “Commercial Launch” for purposes of the Permitted Use Review in Section 6.2.2.1, Data Provisioning Review in Section 6.2.2.2, and Pricing Review in Section 6.2.2.3 notwithstanding the PTRS User Services already provided by Contractor.

6.1.2.2.4 Consideration of Use of User Data; Permitted Uses

6.1.2.2.4.1 Source and Basis of Permitted Use Determination

In accordance with the definition of a User, a PTRS User, User Data and Confidential Information as defined in this Agreement and the restrictions set forth in each of the User Agreement and PTRS User Agreement, a User and a PTRS User must treat all User Data of other Users as Confidential Information of those other Users that provided such User Data, and is restricted in its use of User Data. In addition to the other restrictions on the use of User Data set forth in the User Agreement and the PTRS User Agreement, User Data shall not be used by any User or PTRS User other than for the purpose of routing, rating, or billing calls or performing network maintenance in connection with providing or facilitating the provision of telecommunications services. Accordingly, all considerations of New User Applications shall include a consideration to determine whether the need to access any part of the NPAC/SMS and the intended use of User Data by the Applicant as specified in each New User Application complies with the restrictions set forth in the User Agreement and the PTRS User Agreement and is, therefore, permitted under this Agreement, so that the Applicant is considered to qualify as a User or a PTRS User; provided, however, that for the purpose of determining whether the Applicant qualifies as a User or PTRS User with respect to the New User Application, certain terms and provisions in the User Agreement and this Agreement are specifically and explicitly clarified in Section 6.1.2.2.4.2 below.

{00522950:}

6.1.2.2.4.2 Permitted Use Defined

All considerations of New User Applications and of Users and PTRS Users upon a Misuse Allegation shall require a determination whether Applicant or the User or PTRS User subject to the Misuse Allegation, as the case may be, has (a) a need to access any part of the NPAC/SMS (e.g., to obtain or supply User Data) (b) for the purpose of routing, rating, or billing calls, or performing network maintenance in connection with providing telecommunications services (c) because the rating, routing, or billing of calls or the performance of network maintenance is impacted by porting or pooling and (d) the intended use or actual use of User Data by the Applicant, User, or PTRS User does not constitute “commercial exploitation of User Data (such requirements collectively constituting a “Permitted Use”). No Applicant shall be determined to qualify as a User or a PTRS User if the need to access any part of the NPAC/SMS and the intended use of User Data, both as described in the Applicant’s New User Application, are not determined to be Permitted Uses. Further, no current User or PTRS User subject to a Misuse Allegation shall be allowed to continue as a User or PTRS User if such User or PTRS User’s actual or intended use of User Data, both as determined by the NUE upon investigation, are not determined to be Permitted Uses.

6.1.2.2.4.3 Definitions Applicable to the Determination of a Permitted Use

For purposes of determining whether an Applicant’s, User’s, or PTRS User’s alleged need to access any part of the NPAC/SMS and actual or intended use of User Data are Permitted Uses, the following definitions shall apply:

- (a) In determining whether User Data is involved, User Data shall be considered to include data derived, translated, or transformed from User Data even if the original User Data is no longer present or imbedded in the resulting derived, translated, or transformed data.
- (b) The term “calls” means the transmission of information (video, pictures, audio (including voice and music), messages, text, data, or combinations of these) by use of a telephone number (NPA-NXX-XXXX), which may include the transmission of signaling messages or the transmission of provisioning data associated with information sessions, subscribers, and network equipment and devices (e.g., discovery, parameter negotiation,

{00522950:}

establishment, connection, maintenance, disconnection, presence, location, authentication, billing, usage).

- (c) The term “routing” calls means transporting calls, including specifically least cost routing. For purposes of this Article 6, Internet addresses and naming protocols (URLs, URIs, IP addresses, etc.) shall be considered call routing information so long as associated with a telephone number.
- (d) The term “rating” calls means determining the applicable charge for calls.
- (e) The term “billing” calls means rendering a statement or invoice identifying and substantiating the charge for calls. The billing of charges by a TSP incurred for third-party services (e.g., DirecTV) remains a telecommunications-related service even if the third-party services are facilitated by an entity other than the TSP.
- (f) The phrase “network maintenance in connection with providing telecommunications services” means any activity or process undertaken to ensure that operational, administrative, compliance, repair and other functions of the User, including without limitation those concerning systems, databases used for telecommunications purposes, or networks, can be performed in an efficient, timely, or accurate manner.
- (g) The phrase “impacted by porting or pooling” means that an activity cannot be performed satisfactorily without the use of User Data. For example, without the introduction of number portability or pooling, the identity of the TSP serving a telephone number could be determined reliably using just the publicly available information about that telephone number’s NPA-NXX code. In a number portability or pooling environment, however, the use of User Data from the NPAC/SMS is required to reliably identify the TSP serving the telephone number. As an additional example, TSPs may use the AltSPID parameter to identify a reseller serving a telephone number. While that activity was not possible before the introduction of porting or pooling, the use of User Data from the NPAC is required to accomplish the activity.
- (h) The phrase “for the purpose of” before the phrase “routing, rating, or billing calls, or performing network maintenance in connection with providing telecommunications

{00522950:}

services” does not require that an Applicant or User perform the “routing,” “rating,” “billing” or “network maintenance in connection with providing telecommunications services,” but in that situation it does require that the intended use of User Data by the Applicant or User must be for the purpose of facilitating “routing, rating, or billing calls” by another, or for the purpose of facilitating the performance by another of “network maintenance in connection with providing telecommunications services.” The purpose of facilitating the “routing, rating, or billing of calls” by another, or the purpose of facilitating the performance of “network maintenance in connection with providing telecommunications services” by another, includes the making use of a telecommunications service or the making use of a telecommunications-related service.

- (i) The phrase “commercial exploitation of User Data” means the use of User Data for the sole, exclusive, or principal purpose of, or having a material purpose of, marketing telecommunications services to end users and consumers of telecommunications services or identifying those end users and consumers of telecommunications services and obtaining or retaining them as customers, provided, however, that access to the NPAC/SMS and use of User Data shall not constitute “commercial exploitation of User Data” merely because a charge or fee is associated with a service that uses or discloses User Data or because an economic benefit is derived from the provision of such service. The foregoing shall also apply in connection with the interpretation of the phrase “commercially exploited” for purposes of the User Agreement for all Users and of the PTRS User Agreement for all PTRS Users. Notwithstanding the foregoing, in connection with determining whether an Administrator PTRS User Service qualifies as a Permitted Use under this Article 6, commercial exploitation shall also mean that the Administrator PTRS User Service is directly or indirectly subsidized by, or made possible by reason of, the Contractor’s role as the administrator of the NPAC/SMS pursuant to the Scope of Work set forth in Article 3. It is the Parties understanding and intention that no such PTRS User Services determined to possess or intended to commercial exploitation shall be a Permitted Use.

Based upon the foregoing, certain Applicants who have a need to obtain the NPA-NXX associated with the LRN of a TN will not qualify as PTRS Users; however, the Contractor shall solicit from all Users and PTRS Users contact information for any User or PTRS User that

{00522950:}

anticipates offering a service in which the NPA-NXX associated with the LRN of a TN would be provided and that are willing to have their contact information displayed on the public area of the NPAC's Web site. Contractor shall provide a separate Web page to the public area of its NPAC Web site on which to display contact information for Users willing to provide the NPA-NXX of the LRN associated with a TN.

6.1.2.2.4.4 Data Derived, Translated, or Transformed from User Data or Merged with User Data

A User or PTRS User may provide User Data without change directly to another User or PTRS User (including, for example, under a service bureau relationship) and may provide to another User or PTRS User data derived, translated, or transformed from User Data (even if the original User Data is no longer present or imbedded in the resulting derived, translated, or transformed data) or merged with data that is not User Data but which contains and includes User Data, but only for the purpose of routing, rating, or billing calls, or performing network maintenance in connection with providing telecommunications services because the rating, routing, or billing of calls or the performance of network maintenance is impacted by porting or pooling, and the intended use of User Data by the User providing it to the other User or PTRS User and the intended use by the recipient User or PTRS User does not constitute "commercial exploitation" of User Data and only if such recipient has a User Agreement or PTRS User Agreement then in effect

Notwithstanding the foregoing, Customer acknowledges that data derived from User Data can be distributed by Users and PTRS Users of the Neustar NPAC/SMS without the requirement that the recipient have a User Agreement or PTRS User Agreement then in effect and that such distribution is not permitted under this Agreement. Accordingly, in an effort to mitigate the hardship that might result from the immediate enforcement of the prohibition under this Agreement from distributing data derived from User Data to recipients that do not have either a User Agreement or a PTRS User Agreement then in effect, the Parties agree that there will be a one (1) year grace period from the Actual Final Acceptance Date whereby all Users and PTRS Users shall be permitted to distribute data derived, translated, or transformed from User Data (even if the original User Data is no longer present or imbedded in the resulting derived, translated, or transformed data) to recipients that do not have either a User Agreement or a PTRS User Agreement then in effect. During such one (1) year grace period, all Users and PTRS Users

{00522950:}

will be notified of the discontinuation of this arrangement and of the enforcement of the requirement that commencing on the first anniversary of the Actual Final Acceptance Date, data derived, translated, or transformed from User Data (even if the original User Data is no longer present or imbedded in the resulting derived, translated, or transformed data) can only be distributed to recipients that have either a User Agreement or a PTRS User Agreement then in effect and that such requirement will be included in all User Agreements and PTRS User Agreements

6.1.2.2.4.5 Continued Qualification as a User and PTRS User and Continued Permitted Uses of User Data

A User must at all times it is receiving Services continue to qualify as a User under the terms of this Agreement and the NPAC/SMS User Agreement, and a PTRS User must at all times it is receiving PTRS Services continue to qualify as a PTRS User under the terms of this Agreement and the PTRS User Agreement. Pursuant to the NUE Process M&P, the Contractor annually on the anniversary of the Actual Final Acceptance Date shall confirm the continued qualification of each User and PTRS User. In the event of a Misuse Allegation (as defined in Section 6.2.6.4.1 below), the provisions of Section 6.2.6.4 shall apply.

6.2 New User Evaluator Process

6.2.1 Overview of the NUE and the NUE Process

As required by Section 6.1.2.1, for every Applicant categorized as a TSP, Contractor shall determine if the Applicant qualifies as a User, and Contractor will otherwise process the New User Application of each such Applicant categorized as a TSP; however, for every Applicant categorized as a PTRS, including Contractor and every Affiliate of Contractor, and for every User or PTRS User for which the Contractor has received a Misuse Allegation (as defined below in Section 6.2.6.3.1), Contractor shall cause the performance by the NUE of the duties and functions set forth in this Section 6.2 (collectively referred to as the “NUE Process”).

Pursuant to this Agreement and the NUE Process M&P, the NUE shall engage in the NUE Process and, depending on how a matter is referred to it, the NUE shall perform one or more of the following four separate reviews, each as defined herein: a “Permitted Use Review,” a “Data

{00522950:}

Provisioning Review,” a “Pricing Review,” and a “Payment Review” (each individually referred to as an “NUE Review” and all collectively referred to as “NUE Reviews”). Depending on how a matter is referred to it and which NUE Review is, or which combination of the NUE Reviews are, accomplished, the NUE shall then render one of the following three separate reports, each as defined herein: a “PTRS User Findings Report,” an “Administrator PTRS User Service Findings Report,” or a “Misuse Allegation Findings Report” (each individually referred to as a “Findings Report” and all collectively referred to as “Findings Reports”).

6.2.2 Scope and Timing of NUE Reviews

The following describes the requirements applicable to each of the separate NUE Reviews. The NUE shall only consider those New User Applications referred to it by the Contractor, Current Administrator PTRS User Services and Acquired Administrator PTRS User Services identified to the NUE under the process set forth in Section 6.2.6.3, and those Misuse Allegations referred to it by the Contractor; the NUE shall not solicit New User Applications or Misuse Allegations itself, nor shall it receive New User Applications directly from any Applicants or Misuse Allegations directly from Third Parties or Customer. The NUE also shall not communicate its decisions or findings or otherwise provide notice to any Applicant or otherwise communicate in any manner directly with an Applicant that is not the Contractor, except for communications with the Contractor as the Contractor under this Agreement.

6.2.2.1 Permitted Use Review

A “Permitted Use Review” shall consist solely of a review to determine if an Applicant’s, a PTRS User’s, or User’s need to access any part of the NPAC/SMS and the intended or actual use or uses of User Data constitute a Permitted Use in the following circumstances (the “Permitted Use Requirement”):

{00522950:}

- (a) whether an Applicant categorized as a PTRS qualifies for PTRS Services as a User based upon whether the need to access any part of the NPAC/SMS and the initial, intended use or uses of User Data disclosed in the New User Application of that Applicant constitutes or constitute a Permitted Use;
- (b) whether, prior to the Commercial Launch of each New Administrator PTRS User Service (as that term is defined in Section 6.2.6.2.1 below) of the Contractor or an Affiliate of the Contractor, the Contractor or the Contractor's Affiliate qualifies for PTRS Services as a PTRS User solely with respect to whether the need to access any part of the NPAC/SMS and the intended use of User Data with respect to that specific New Administrator PTRS User Service disclosed in Contractor's or an Affiliate of Contractor's New User Application for that specific New Administrator PTRS User Service constitutes a Permitted Use;
- (c) whether, upon implementation of the NUE Process, the Contractor or the Contractor's Affiliate qualifies for PTRS Services as a PTRS User solely with respect to whether the need to access any part of the NPAC/SMS and the specific intended use or uses of User Data for with respect to each specific Existing Administrator PTRS User Service) disclosed in Contractor's or an Affiliate's of Contractor's New User Application for each Existing Administrator PTRS User Service constitutes a Permitted Use; and
- (d) whether a User or PTRS User with respect to which a Misuse Allegation has been received continues to qualify for Services as User or PTRS Services as a PTRS User, respectively, because its actual need to access any part of the NPAC/SMS and the actual use of use or uses of User Data disclosed or discovered as a result of the Misuse Allegation constitutes a Permitted Use.

6.2.2.2 Data Provisioning Review

A "Data Provisioning Review" shall consist solely of a review of the Content Requirement and the Access Requirement, each as defined below in the following paragraphs to determine whether both have been satisfied with respect to each Administrator PTRS User Service of the Contractor and each Administrator PTRS User Service of each Affiliate of the Contractor in only

{00522950:}

the following circumstances (referred to individually as a “Data Provisioning Requirement”, or collectively the “Data Provisioning Requirements”):

- (a) prior to the Commercial Launch of each New Administrator PTRS User Service of the Contractor or an Affiliate of the Contractor for each such New Administrator PTRS User Service pursuant to Section 6.2.6.2.1.2;
- (b) immediately upon implementation of the NUE Process for each specific Existing Administrator PTRS User Service of the Contractor or of an Affiliate of the Contractor pursuant to Section 6.2.6.2.1.1;
- (c) annually, as required pursuant to Section 6.2.6.2.1.3 below, with respect to all Administrator PTRS User Services of Contractor and Affiliates of Contractor; and
- (d) immediately upon a Misuse Allegation, if the Misuse Allegation expressly alleges a violation of the any of the Data Provisioning Requirements pursuant to Section 6.2.6.4.2.

For purposes of the Data Provisioning Review, the following definitions shall solely apply to and govern each respective Data Provisioning Requirement:

- (a) ***Content Requirement*** - The content of User Data obtained for and used in connection with the Administrator PTRS User Service, including but not limited to its form and character, the fields included therein, and the manner in which it can be read is exactly the same as is available to all other Users under the terms of the User Agreement (the “Content Requirement”).
- (b) ***Access Requirement*** - The method, manner, mode, and connectivity to the NPAC/SMS to obtain the User Data obtained for and used in connection with the Administrator PTRS User Service are exactly the same as those available to all other Users under the terms of the User Agreement below (the “Access Requirement”).

{00522950:}

6.2.2.3 Pricing Review

A **“Pricing Review”** shall consist solely of a review of each written agreement between the Contractor or an Affiliate of Contractor and a customer for the provision of an Administrator PTRS User Service of the Contractor or an Affiliate of Contractor (such agreements, the **“Administrator PTRS User Service Contracts”**) to determine whether both the Direct Test and the Indirect Test, as defined below in the following paragraphs, have been satisfied with respect to each Administrator PTRS User Service of the Contractor and each Administrator PTRS User Service of each Affiliate of the Contractor in only the following circumstances (referred to individually as a **“Pricing Requirement,”** or collectively as the **“Pricing Requirements”**):

{00522950:}

- (a) prior to the Commercial Launch of each New Administrator PTRS User Service of the Contractor or an Affiliate of the Contractor for each such New Administrator PTRS User Service pursuant to Section 6.2.6.3.1.2;
- (b) immediately upon implementation of the NUE Process for each specific Existing Administrator PTRS User Service of the Contractor or of an Affiliate of the Contractor pursuant to Section 6.2.6.3.1.1;
- (c) annually, as required pursuant to Section 6.2.6.3.1.3 below, with respect to all Administrator PTRS User Services of Contractor and Affiliates of Contractor, which specifically shall include all New Administrator PTRS User Services of Contractor and Affiliates of Contractor which were evaluated by the NUE and for which the New Administrator PTRS User Service was approved;
- (d) within forty five (45) Business Days after an Affiliation Event with respect to an Acquired Administrator PTRS User Service pursuant to Section 6.2.6.3.1.3 and Section 6.2.2.3, and
- (e) immediately upon a Misuse Allegation, if the Misuse Allegation expressly alleges a violation of the any of the Pricing Requirements pursuant to Section 6.2.6.3.2.

For purposes of the Pricing Review, the following definitions shall solely apply to and govern each respective Pricing Requirement:

- (a) ***Direct Test*** -No pricing term or condition set forth in an Administrator PTRS User Services Contract by and between Contractor as a User and its customer for the provision of an Administrator PTRS User Service to that customer, and no extension of any economic benefit to that customer set forth in the Administrator PTRS User Service Contract, is expressed in the Administrator PTRS User Services Contract as directly related to either (1) the number of TN Porting Events of such customer, or (2) the allocated share of Service Element Charges under the Allocation Model for such customer as an Allocated Payor for Services or Direct Charge, or (3) any charges that have been or are assessed or assessable under a User Agreement to or against such customer who is also a User under a User Agreement (the “Direct Test”).

{00522950:}

- (b) ***Indirect Test*** - No pricing term or condition and no economic benefit is provided or extended to an Administrator PTRS User Services customer with respect to an Administrator PTRS User Service that is not incorporated in a written Administrator PTRS User Service Contract for that Administrator PTRS User Service to that customer, and no pricing term and condition and no economic benefit provided or extended to an Administrator PTRS User Service customer is related to either (a) the number of TN Porting Events of such customer, or (b) the allocated share of Service Element Charges under the Allocation Model for such customer as an Allocated Payor for Services, or Direct Charges, or (c) any charges that have been or are assessed or assessable under a User Agreement to or against such customer who is also a User under a User Agreement (the “Indirect Test”).

Notwithstanding anything in this Agreement to the contrary, the contents of Administrator PTRS User Services Contracts may be confidential information with respect to Contractor’s customer or a customer of an Affiliate of Contractor. Contractor and Affiliates of Contractor shall cause its Administrator PTRS User Service Contracts entered into within ninety (90) Calendar Days of the Effective Date of this Agreement to include provisions allowing for the disclosure of confidential information for the purposes of the NUE. Customer acknowledges and agrees that to the extent Contractor, as a User of the Neustar NPAC/SMS, has PTRS User Service Contracts in effect prior to the Effective Date of this Agreement, such agreements will not contain this provision and may not be disclosed without redacting such agreements.

6.2.2.4 Payment Review

The “Payment Review” shall consist solely of a review of each of the following occurrences (each referred to individually as a “Payment Requirement” and collectively the “Payment Requirements”) within ninety (90) Calendar Days of the implementation of the NUE Process, annually as required under Section 6.2.6.3.1.3, and immediately upon a Misuse Allegation, if the Misuse Allegation expressly alleges a violation of the any of the Payment Requirements pursuant to Section 6.2.6.4.2:

{00522950:}

- (a) ***Invoice Requirement*** - the issuance of PTRS Monthly Invoices to Contractor and each Affiliate of Contractor that is a PTRS User to confirm that those PTRS Monthly Invoices contain all applicable charges under the PTRS User Agreement (the “Invoice Requirement”); and
- (b) ***Actual Payment Requirement*** - full and timely payment or accounting treatment by Contractor and each Affiliate of Contractor that is a PTRS User of all PTRS Monthly Invoices to confirm that all applicable charges under the PTRS User Agreement were timely paid (the “Actual Payment Requirement”).

6.2.3 Findings Reports Defined

6.2.3.1 Contents of Each Findings Report

The contents of each Findings Report, including each specific statement of findings required to be made by the NUE with respect to each specific, relevant NUE Review, is set forth below.

6.2.3.2 PTRS User Findings Report

A “PTRS User Findings Report” shall be a report issued by the NUE following the completion of a Permitted Use Review with respect to only the New User Application of an Applicant that is categorized as a PTRS other than either the Contractor or an Affiliate of the Contractor. As set forth in Section 6.2.6.2.2.2 of this Agreement, a PTRS User Findings Report shall include both (a) either an Affirmative Permitted Use Finding or a Negative Permitted Use Finding, and (b) a summary of the reasons for the foregoing. Section 6.2.6.2.2 also sets forth the contents, timing and consequences of a PTRS User Findings Report, including of each of an Affirmative Permitted Use Finding and a Negative Permitted Use Finding.

6.2.3.3 Administrator PTRS User Service Findings Report

An “Administrator PTRS User Service Findings Report” shall be a report issued by the NUE following the completion of a Permitted Use Review, a Provisioning Review, a Pricing Review, or a Payment Review or of a combination of one or more of the foregoing NUE Reviews, with

{00522950:}

respect to an Administrator PTRS User Service of the Contractor or an Affiliate of the Contractor. As set forth in Section 6.2.6.3.2.2 of this Agreement, an Administrator PTRS User Service Findings Report shall include all of the following:

- (a) either an Affirmative Administrator PTRS User Service Finding or a Negative Administrator PTRS User Service Finding;
- (b) as applicable, based upon which of the NUE Reviews was conducted, (i) either an Affirmative Permitted Use Finding or a Negative Permitted Use Finding, (ii) either an Affirmative Data Provisioning Finding or a Negative Data Provisioning Finding, (iii) either an Affirmative Pricing Finding or a Negative Pricing Finding, (iv) either an Affirmative Payment Finding or a Negative Payment Finding, and
- (c) a summary of the basis for each of the foregoing.

Section 6.2.6.3 also sets forth the contents, timing and consequences of an Administrator PTRS User Service Findings Report, including of each of an Affirmative Administrator PTRS User Service Finding and a Negative Administrator PTRS User Service Finding and of each of the other findings with respect to the applicable and relevant NUE Review conducted by the NUE.

Notwithstanding the foregoing, with respect to an Affiliation Event involving a Third Party PTRS User, within thirty (30) Business Days after the Affiliation Event, the Contractor shall provide to the NUE and the Customer a list of all Acquired Administrator PTRS User Services offered by the Third Party User as of the Affiliation Event and a description of all such Acquired Administrator PTRS User Services in a form that the Administrator PTRS User Services would be described if offered by Contractor or an Affiliate of Contractor (hereinafter such list shall be referred to as the “Acquired Administrator PTRS User Services List” and the Administrator PTRS User Services on the Acquired Administrator PTRS User Services List shall be referred to as “Acquired Administrator PTRS User Services”). Notwithstanding anything herein to the contrary, the NUE shall not perform any NUE Review with respect to any Acquired Administrator PTRS User Services before the Affiliation Event, but a Pricing Review of each Acquired Administrator PTRS User Service shall be conducted within forty five (45) Business Days after the Affiliation Event with respect to that Acquired Administrator PTRS User Service, and, and thereafter, each Acquired Administrator PTRS User Service shall be treated as an

{00522950:}

Existing Administrator PTRS User Service of the Contractor or an Affiliate of the Contractor and each Acquired Administrator PTRS User Service shall be subject to a Misuse Allegation Review any time after the Affiliation Event. The parties expressly agree and acknowledge that Contractor’s covenant to deliver the Acquired Administrator PTRS User Services List to Customer within the time period set forth above or to conduct and deliver to Customer the Pricing Review of each Acquired Administrator PTRS User Service within the time periods set forth above shall be included in the GEP Audit conducted pursuant to Article 20 as part of the Billing Accuracy or otherwise as specified in the GEP Metrics Plan and GEP Audit Plan.

6.2.3.4 Misuse Allegation Findings Report

A “Misuse Allegation Findings Report” shall be a report issued by the NUE following the receipt of a Misuse Allegation (as that term is defined in Section 6.2.6.4.1 below) with respect to a then-existing and named User or PTRS User. As set forth in Section 6.2.6.4.3.2 of this Agreement, a Misuse Allegation Findings Report shall include the following:

{00522950:}

- (a) with respect to a then-existing and named User or PTRS User other than the Contractor or an Affiliate of the Contractor, but including a TSP, either an Affirmative Permitted Use Finding or a Negative Permitted Use Finding;
- (b) with respect to an Administrator PTRS User Service of the Contractor or an Affiliate of the Contractor, those of the corresponding findings based upon which of the NUE Reviews was conducted as a result of the applicable Misuse Allegation, (i) either an Affirmative Permitted Use Finding or a Negative Permitted Use Finding, (ii) either an Affirmative Data Provisioning Finding or a Negative Data Provisioning Finding, (iii) either an Affirmative Pricing Finding or a Negative Pricing Finding, and (iv) either an Affirmative Payment Finding or a Negative Payment Finding, and
- (c) a summary of the reasons for each of the foregoing.

Section 6.2.6.4 also sets forth the contents, timing and consequences of a Misuse Allegation Findings Report, including of each of the findings with respect to the applicable and relevant NUE Review conducted by the NUE.

6.2.4 Limitations on NUE and NUE Process

The NUE shall not in any way “approve” an Applicant’s New User Application or otherwise admit or qualify the Applicant as a PTRS User, terminate an existing User’s User Agreement or an existing PTRS User’s PTRS User Agreement, or disallow or terminate any Contractor Administrator PTRS User Service. The sole purpose of the NUE shall be to render the appropriate Findings Reports and to deliver such Findings Reports in accordance with this Agreement and the NUE Process M&P to the Contractor and the Customer.

6.2.5 Selection of the NUE

6.2.5.1 Initial NUE and First Successor NUE

The Parties shall no later than ninety (90) Business Days prior to Go-Live Region 1 as set forth in the Transition Milestones, jointly agree in writing on the initial NUE (the “Initial NUE”) and a first successor to the Initial NUE (the “First Successor NUE”), subject the requirements set forth

{00522950:}

in this Section 6.2.5. If the Parties fail to agree upon the designation of the Initial NUE and the First Successor NUE no later than ninety (90) Business Days prior to Go-Live Region 1 as set forth in the Transition Milestones, then the Parties shall engage in Dispute Resolution Process in accordance with Section 30.1 in order to reach agreement on the designation of the Initial NUE and the First Successor NUE. Until such designation is agreed upon, the Parties will follow the process in Section 6.2.5.6.

6.2.5.2 Successor NUE

Contractor and Customer shall attempt jointly to select a successor NUE (a “Successor NUE”) if (i) an NUE (A) is unable or unwilling to act as the NUE, (B) subsequently becomes unable or unwilling to continue as the NUE, (C) provides notice to Contractor that it elects not to renew its engagement as the NUE, or (D) is terminated under Section 6.2.5.4.3 below, or (ii) Contractor elects not to renew the Initial NUE Term or any Renewal Term in accordance with Section 6.2.5.4.3 below. Notwithstanding the foregoing, the first Successor NUE after the Initial NUE shall be the First Successor NUE identified in Section 6.2.5.1 above, unless the Parties otherwise agree.

Upon a failure of Contractor and Customer to agree upon the selection of a Successor NUE after the First Successor NUE within 30 Business Days following the event in the preceding sentence that occurred, either Party may provide the other with Written Notice of such failure, and upon the delivery of such notice, the Parties shall on or before ten Business Days after receipt of such Written Notice propose to the other a list of at least one (1), but not more than three (3) candidates, to serve as a Successor NUE that meet the qualifications set forth in Section 6.2.5.3 below. If the Parties cannot subsequently agree upon the selection of the Successor NUE within 10 Business Days after receipt of such Written Notice, then the Parties shall engage in Dispute Resolution Process in accordance with Section 30.1 in order to reach agreement on the designation of the Successor NUE. Until such designation is agreed upon, the Parties will follow the process in Section 6.2.5.6 if the NUE has ceased to perform its obligations prior to designating a Successor NUE.

{00522950:}

6.2.5.3 Qualifications of the NUE

The NUE shall be an independent, third party possessing qualifications evidencing, unless otherwise agreed to by the Parties, relevant telecommunications related services experience, including an understanding of portability and emerging communications technologies (e.g., IP-based), and, unless otherwise agreed to by the Parties, shall not be (a) a current or past employee of Contractor within 2 years preceding the Effective Date of this Agreement, (b) a current or past representative of a Member of the Customer, (c) a current or past employee of a Member of the Customer, (d) a current or past agent of Contractor within 2 years preceding the Effective Date of this Agreement, or (e) an employee, director, officer, advisor, or agent of a competitor of Contractor.

6.2.5.4 Engagement of the NUE

6.2.5.4.1 Written Agreement

Contractor shall enter into a written engagement agreement with the NUE for the provision of services to perform the NUE Process, which agreement shall clearly state and provide the following: (1) Customer shall not be liable for any costs or expenses incurred by the NUE or for any compensation or other payments of any nature to the NUE (2) Customer shall make the final determination with respect to all issues that this Agreement specifically reserves to Customer for its determination when Customer and the Contractor cannot agree; (3) certain criteria, the failure of which shall require termination of the contract by the Contractor (“Automatic Termination Criteria”) as set forth in Section 6.2.5.4.3 below, unless waived by Customer; and (4) other commercially reasonable terms for similar purposes.

6.2.5.4.2 Initial NUE Term and Renewal Terms

Contractor shall cause its written engagement agreement with the NUE to provide for an initial two (2) year term (the “Initial NUE Term”), with subsequent one-year renewal terms thereafter (the “Renewal Terms”). Collectively, the Initial NUE Term and any Renewal Terms shall be referred to as the “NUE Term”.

{00522950:}

6.2.5.4.3 Non-Renewal Rights and Termination Rights

Contractor unilaterally may elect not to renew the engagement of the then- serving NUE, for any reason or for no reason at all (the “Non-Renewal”), upon Written Notice to the Customer and the NUE of such Non-Renewal election only at the following times: (1) no later than 100 Business Days prior to the expiration of the Initial NUE Term or (2) no later than 135 Business Days prior to the expiration of any Renewal Term. In addition, Contractor shall cause its engagement agreement with the NUE to provide for limited termination rights, exercisable by notice from Contractor or requiring automatic termination(unless waived by Customer), to terminate the engagement of the NUE prior to the expiration of the NUE Term upon 90 Business Days prior Written Notice and opportunity to cure for the following reasons (referred to as “NUE Termination Rights”): (1) the NUE’s failure to meet or to maintain the qualification requirements set forth in Section 6.2.5.3 above; (2) the NUE’s loss, restriction or suspension of a relevant professional license, if any are held either by the NUE or those of its employees or agents providing services under the NUE Process; (3) the NUE’s violation of an applicable ethical or professional code of conduct; or (4) the NUE’s failure to perform its duties or its material obligations under Section 6.2.6, the terms of its engagement, or the NUE Process M&P. Whenever Contractor enters into or modifies any engagement agreement with the NUE, the Contractor shall deliver to the Customer a written certification from an officer of the Contractor certifying that the engagement letter includes all of the NUE Termination Rights.

6.2.5.5 NUE Start Date

The NUE Process shall commence during each NUE Term when the NUE confirms in writing to both Contractor and Customer that it is available to perform NUE Reviews in accordance with the NUE Process for that Particular NUE Term (the “NUE Start Date”). The first NUE Start Date shall be no later than sixty (60) Business Days prior to the Final Acceptance Date set forth in the Transition Milestones, and by such date, the NUE (1) shall have executed a written engagement agreement with Contractor satisfying the requirements of Section 6.2.5.4.1 above, (2) shall have performed all preparatory activities set forth in such engagement agreement for the NUE to be able to perform its obligations thereunder, (3) shall have accepted and acknowledged the NUE Process M&P that was prepared and issued; and (4) in consultation with Contractor and Customer, shall have provided both Contractor and Customer with Written Notice of its

{00522950:}

willingness and ability to begin the performance of all its obligations with respect to the NUE Process by the NUE Start Date.

6.2.5.6 Unavailability of NUE

Prior to the NUE Start Date, Contractor shall conduct all reviews of any New User Applications, initial, intended uses set forth in New User Applications, and allegations of misuse for all Applicants and PTRS User (which shall not include the Contractor). The Parties expressly agree that the Customer shall be given Written Notice of all decisions by the Contractor, and the Customer will have the discretion to disapprove of all such decisions and such disapproval shall be binding. Prior to the NUE Start Date with respect to New User Applications by the Contractor for Administrator PTRS User Services and with respect to misuse allegations against the Contractor, and after the expiration or termination of an NUE Term, but before the Start Date of the immediately following NUE Term and the commencement of NUE Reviews by a Successor NUE, all required NUE Reviews and associated Findings Reports with respect to the Contractor shall be issued by a committee consisting of the Project Executives of both Contractor and Customer (the “Project Executive Committee”), standing as a temporary replacement for the NUE. In rendering these reports, the Project Executive Committee shall comply with all applicable NUE Process requirements, including those applicable to each NUE Review. The Project Executive Committee shall decide all matters in conducting an NUE Review and rendering an associated Findings Report by unanimous action, whereby Contractor’s Project Executive(s) shall in the aggregate have one (1) vote, and Customer’s Project Executive(s) shall in the aggregate have one vote. If the Project Executive Committee is unable to take any action with respect to the NUE Process because of the failure to obtain such unanimous action, then the Customer’s Project Executive(s) shall make the relevant determination with respect to which the Customer and Contractor Project Executives could not agree, and Contractor shall be required to adhere to that determination. In making any such determination upon the failure to agree within the applicable time period set forth hereunder, Customer’s Project Executives shall be bound by the requirements of Section 6.2.6 below.

{00522950:}

6.2.6 Performance of NUE Process

6.2.6.1 Existing Users and PTRS Users Prior to Actual Final Acceptance Date

The Parties agree that for purposes of transition to the Contractor's NPAC/SMS and initiating Services by the Final Acceptance Date for all Users and PTRS Users of the Neustar NPAC/SMS as of the Actual Final Acceptance Date, it is assumed that the NUE process was followed by Neustar and that such Users and PTRS Users are qualified to receive Services and shall execute User Agreements and PTRS User Agreements pursuant this Agreement prior to receiving Services or PTRS Services under this Agreement.

Customer will direct Neustar to provide for the delivery of all New User Applications for all then existing PTRS Users of the Neustar NPAC/SMS to Contractor at least six (6) months prior to Go-Live Region 1 as set forth in the Transition Milestones and will direct Neustar to provide any updates of such information for new PTRS Users up until the Go-Live Region 1 as set forth in the Transition Milestones

6.2.6.2 PTRS Applicants other than Contractor or Affiliates of Contractor

6.2.6.2.1 Delivery of Information for Permitted Use Review

Upon receipt of a New User Application submitted by an Applicant other than Contractor or an Affiliate of Contractor, describing itself as a PTRS, Contractor shall, in accordance with the NUE Process M&P, within two Business Days cause the delivery of the New User Application to the NUE to perform a Permitted Use Review and issue a Permitted Use Findings Report in accordance with this Agreement and further processes and procedures set forth in the NUE Process M&P. The Applicant shall at all times be free to request assistance from Contractor with respect to completion or revision of its New User Application.

{00522950:}

6.2.6.2.2 Permitted Use Review and PTRS User Findings Report

6.2.6.2.2.1.1 Time Periods

In accordance with this Agreement and the NUE Process M&P, the NUE shall conduct a Permitted Use Review with respect to an Applicant, other than Contractor or an Affiliate of Contractor, identified on a New User Application as a PTRS of such Applicant's need to access any part of the NPAC/SMS and its initial, intended use or uses of User Data, and the NUE shall, within ten Business Days after receipt by the NUE of the New User Application and all supporting documentation and substantiation required under the NUE Process M&P, issue a PTRS User Findings Report; provided, however, that pursuant to the process and procedures set forth in the NUE Process M&P with respect to requesting and obtaining additional information, if the NUE requests that Contractor request and obtain additional information from the Applicant that the NUE deems necessary to render the PTRS User Findings Report, this ten-Business Day period shall be extended automatically only once by an additional ten (10) Business Days from the date the NUE receives the requested additional information. All such requests by the NUE to the Contractor shall be in writing in order to extend this ten-Business Day period. The PTRS User Findings Report shall be issued by the NUE and delivered in writing, which includes by electronic means, to Contractor and to Customer. Annually, within ten (10) Business Days before each anniversary of the date of the Final Acceptance Date, Contractor shall deliver to the NUE a list of all existing PTRS Users, other than Contractor, along with the associated New User Applications with respect to those existing Users and along with copies of all current PTRS User Contracts with respect to those existing Users. The NUE shall perform the Permitted Use Review of these existing Users following the same process as outlined above in this Section 6.2.6.2.2.1 for New User Applications.

6.2.6.2.2.1.2 Required Findings Statement and Explanation

The PTRS User Findings Report shall contain both a "Findings Statement" and an "Explanation of the Findings Statement." The Findings Statement shall consist of one of the following

{00522950:}

statements: (i) that the NUE has determined that by *a preponderance of the evidence* the Applicant’s need to access any part of the NPAC/SMS and its initial, intended use of User Data, as described by the Applicant in its New User Application, constitutes a Permitted Use (an “Affirmative Permitted Use Finding”); or (ii) that the NUE has failed to determine that by *a preponderance of the evidence* the Applicant’s need to access any part of the NPAC/SMS and its initial, intended use of User Data, as described by the Applicant in its New User Application, constitutes a Permitted Use (a “Negative Permitted Use Finding”). The Explanation of the Findings Statement shall consist of a summary of the reasons for the relevant Affirmative Permitted Use Finding or Negative Permitted Use Finding made by the NUE, in sufficient detail without parole or other evidence to explain the foregoing.

6.2.6.2.2.3 Action Following Issuance of, or Failure to Timely Issue, PTRS User Findings Reports

Immediately upon receipt of a PTRS User Findings Report that contains an Affirmative Permitted Use Finding, the Contractor, in accordance with the NUE Process M&P, shall proceed to process the New User Application of an Applicant for further action to enable the Applicant to become a User and to complete the required documentation and agreements, including execution of a PTRS User Agreement for the Region covered by the Affirmative Permitted Use Finding, subject only to the right of the Customer to initiate a Customer Evaluation pursuant to Section 6.3.2.1 below.

Upon the receipt of a PTRS User Findings Report that contains a Negative Permitted Use Finding, the Contractor, in accordance with the NUE Process M&P, shall follow the rejection and notice procedures set forth in the NUE Process M&P, and shall reject the New User Application of the Applicant.

At any time before issuance of a PTRS User Findings Report, an Applicant may withdraw the New User Application, and the Customer shall discontinue consideration of the New User Application, or the Applicant may resubmit a New User Application, and Contractor shall immediately notify Customer of the withdrawal or resubmission, and the New User Application then pending consideration by the Customer shall be deemed to have been withdrawn by the Applicant.

{00522950:}

Nothing hereunder precludes an Applicant from resubmitting a New User Application any number of times, and upon each resubmission, the resubmitted New User Application shall be subject to review and consideration pursuant to this Section 6.2.6.2 and the NUE Process M&P as if it were an initial New User Application, and the preceding New User Application shall be deemed withdrawn, if it has not already been withdrawn or acted upon. If an Applicant's New User Application is rejected based upon a PTRS User Findings Report that contains a Negative Permitted Use Finding, then the Applicant may protest the rejection only pursuant to the process and procedures set forth in Section 6.3.2, but the PTRS User Findings Report shall be binding on the Applicant until reversed pursuant to the procedures set forth in Section 6.3.2 below.

6.2.6.3 Administrator PTRS User Services

6.2.6.3.1 Delivery of Information for NUE Reviews of Existing Administrator PTRS User Services and New Administrator PTRS User Services

6.2.6.3.1.1 Upon Commencement of NUE Process

Other than as set forth in Section 6.1.2.2.3, after commencement of the NUE Process by the Initial NUE, in accordance with the NUE Process M&P, Contractor and all Affiliates of Contractor shall deliver to the NUE a description of all current Administrator PTRS User Services of the Contractor and all Affiliates of Contractor that have already received a commercial launch ("Existing Administrator PTRS User Services") by delivering to the NUE a New User Application for each such Existing Administrator PTRS User Service, along with copies of all Administrator PTRS User Services Contracts, which may be redacted due to confidentiality obligations, with respect to those Existing Administrator PTRS User Services.

6.2.6.3.1.2 Prior to Commercial Launch

Contractor and each Affiliate of Contractor shall deliver to the NUE a New User Application for each Administrator PTRS User Service proposed to be offered by Contractor or each Affiliate of Contractor prior to Commercial Launch (as defined in the following sentence) of (a) a new Administrator PTRS User Service and (b) an Administrator PTRS User Service Material Modification that had already been considered by the NUE and had received an Affirmative

{00522950:}

Administrator User Service Findings Report (collectively, the Administrator PTRS User Services referred to in clause (a) and (b) above shall be referred to “New Administrator PTRS User Services” and separately as a “New Administrator PTRS User Service”). For purposes of this Section, a material modification of an Administrator PTRS User Service shall have the same meaning as set forth in Section 6.1.2.2.3. For purposes of the NUE Reviews of a New Administrator PTRS User Service, “Commercial Launch” of a New Administrator PTRS User Service shall mean the actual provision of the New Administrator PTRS User Service, or an announcement of a clear and unambiguous intent to provide the New Administrator PTRS User Service, in an immediately deployable and usable capability, or the offering of a New Administrator PTRS User Service prior to an immediately deployable and useable capability, but as part of a test or beta offering (if such test or beta offering uses User Data); provided, however, that a Commercial Launch shall not include the announcement of a possible or potential New Administrator PTRS User Service that is not yet deployable, usable or being provided to Third Parties in a test or beta mode (if such test or beta offering does not use User Data). After Commercial Launch, an Administrator PTRS User Service has been “Commercially Launched”

6.2.6.3.1.3 Annually or After Affiliation Event

Annually, within ten (10) Business Days before each anniversary of the date of the Actual Final Acceptance Date, Contractor shall deliver to the NUE a list of all current Existing Administrator PTRS User Services offered by the Contractor or an Affiliate of the Contractor, along with the associated New User Applications with respect to those Existing Administrator PTRS User Services and along with copies of all current Administrator PTRS User Services Contracts with respect to those Existing Administrator PTRS User Services. In addition, within thirty (30) Business Days after an Affiliation Event, in accordance with the NUE Process M&P, Contractor shall deliver to the NUE the Acquired Administrator PTRS User Services List, along with a description of each Acquired New Administrator PTRS User Service by delivering to the NUE a New User Application for each such Acquired New Administrator PTRS User Service, along with copies of all Administrator PTRS User Services Contracts with customers with respect to those Acquired Administrator PTRS User Services.

6.2.6.3.1.4 Resubmissions of New User Applications

{00522950:}

Contractor and Affiliates of Contractor may, in their respective sole discretion and expense, make multiple revisions to a New Administrator PTRS User Service, an Existing Administrator PTRS User Service or an Acquired Administrator PTRS User Service and submit such revision to the NUE as a new User Application, either before or after the issuance by the NUE of an Administrator PTRS User Service Findings Report with respect to a previous New User Application, so that Contractor or an Affiliate of Contractor can attempt to conform such New Administrator PTRS User Service to the applicable requirements. Notwithstanding the foregoing sentence, the submission of a New User Application with respect to a revised New Administrator PTRS User Service, that is already included in a New User Application for a pending NUE Review but for which an Administrator PTRS User Service Findings Report has not yet been issued shall be treated as constituting a withdrawal of the pending New User Application, and the consideration of the most recent New User Application with respect to the revised New Administrator PTRS User Service shall commence under the time periods and process for consideration of a New User Application for a New Administrator PTRS User Service as if the withdrawn New User Application had not been submitted.

The resubmission of a New User Application, with respect to a revised New Administrator PTRS User Service that was already included in a New User Application for which an Administrator PTRS User Service Findings Report was issued that included a Negative Administrator PTRS User Service Finding, shall be treated as having restarted the time periods for considering a New User Application as if the previous New User Application had not been submitted. The resubmission of a New User Application, with respect to a revised Administrator PTRS User Service that was already included in a New User Application for which an Administrator PTRS User Service Findings Report was issued that included an Affirmative Administrator PTRS User Service Finding but for which the NUE issues an Administrator PTRS User Service Findings Report that includes a Negative Administrator PTRS User Service Finding with respect to the revised portion of the New Administrator PTRS User Service, shall not affect the Administrator PTRS User Service in effect prior to the New User Application with respect to the Administrator PTRS User Service being offered without the revised portion, but the revised Administrator PTRS User Service may not be offered.

{00522950:}

Contractor and Affiliates of Contractor may, in their respective sole discretion and expense, submit a New User Application with respect to any Existing Administrator PTRS User Service or any Acquired Administrator PTRS User Service, before the NUE issues the applicable annual Administrator PTRS User Service Findings Report with respect to the Existing User or an Administrator PTRS User Service Findings Report with respect to the Acquired Administrator PTRS User Services following an Affiliation Event, and the NUE independently shall proceed with its consideration and issuance of the applicable annual Administrator PTRS User Service Findings Report with respect to the Existing User or an Administrator PTRS User Service Findings Report with respect to the Acquired Administrator PTRS User Services following an Affiliation Event and with the consideration of a New User Application with respect to any Existing Administrator PTRS User Service or any Acquired Administrator PTRS User Service.

6.2.6.3.2 Specific NUE Reviews and Administrator PTRS User Service Findings Report

6.2.6.3.2.1 Time Periods

In accordance with this Agreement and the NUE Process M&P, the NUE shall conduct those specifically identified NUE Reviews in Section 6.2.3.3 above with respect to Existing Administrator PTRS User Services, Acquired Administrator PTRS User Services and New Administrator PTRS User Services of the Contractor and Affiliates of Contractor. Within ten (10) Business Days after receipt by the NUE of the New User Application with respect to a New Administrator PTRS User Service, an Existing Administrator PTRS User Service, or an Acquired Administrator PTRS User Service, and all supporting documentation and substantiation required under the NUE Process M&P, the NUE shall issue an Administrator PTRS User Service Findings Report; provided, however, that pursuant to the process and procedures set forth in the NUE Process M&P, if the NUE requests that Contractor obtain additional information that the NUE deems necessary to render the Administrator PTRS User Service Findings Report, this ten-Business Day period shall be extended automatically only once by an additional ten (10) Business Days from the date the NUE receives the requested additional information. All such requests by the NUE to the Contractor shall be in writing in order to extend this ten-Business Day period. The Administrator User Service Findings Report shall be issued by

{00522950:}

the NUE and delivered in writing, which includes by electronic means, to Contractor and to Customer.

6.2.6.3.2.2 Required Findings Statement and Explanation

The Administrator PTRS User Service Findings Report shall contain both a Findings Statement and an Explanation of the Findings Statement. The Findings Statement shall consist of one of two “Cumulative Findings” and one of three “Separate Findings” for each of the separate NUE Reviews conducted.

6.2.6.3.2.2.1 Cumulative Findings

In each Administrator PTRS User Service Findings Report the NUE must make one of the following statements:

- (a) the NUE has made an Affirmative Permitted Use Finding, an Affirmative Data Provisioning Finding, an Affirmative Pricing Finding, and an Affirmative Payment Finding with respect to each applicable and relevant NUE Review conducted (“Affirmative Administrator PTRS User Service Finding”); or
- (b) the NUE has made one or more of the following: a Negative Permitted Use Finding, a Negative Data Provisioning Finding, a Negative Pricing Finding, or a Negative Payment Finding with respect to each applicable and relevant NUE Review conducted (a “Negative Administrator PTRS User Service Finding”).

6.2.6.3.2.2.2 Separate Findings

In addition to the Cumulative Findings, the NUE must make each of the following separate findings with respect to each of the separate NUE Reviews conducted:

Permitted Use Review: The NUE must complete the Permitted Use Review and make ONE of the following statements regarding evaluation of the Permitted Use Requirement with respect to the New Administrator PTRS User Service, the Existing Administrator PTRS User

{00522950:}

Service or the Acquired Administrator PTRS User Service as described in the applicable New User Application:

- “Affirmative Permitted Use Finding” The NUE has determined that by a preponderance of the evidence the need to access any part of the NPAC/SMS and the use or uses of User Data with respect to an Administrator PTRS User Service satisfies the Permitted Use Requirement;

OR

- “Negative Permitted Use Finding” The NUE has determined that by a preponderance of the evidence the need to access any part of the NPAC/SMS and the use of User Data with respect to an Administrator PTRS User Service DOES NOT satisfy the Permitted Use Requirement.

Data Provisioning Review: The NUE must complete the Data Provisioning Review and make ONE of the following statements regarding evaluation of both components of the Data Provisioning Requirements with respect to the New Administrator PTRS User Service, the Existing Administrator PTRS User Service or the Acquired Administrator PTRS User Service as described in the applicable New User Application:

- “Affirmative Data Provisioning Finding” The NUE has determined that there is not clear and convincing evidence that either (1) the Content Requirement is not satisfied, that is, there is not clear and convincing evidence that the content of User Data obtained for and used in connection with the Administrator PTRS User Service, including but not limited to its form and character, the fields included therein, and the manner in which it can be read, is not exactly the same as is available to all other Users under the terms of the User Agreement (an “Affirmative Content Requirement Finding”) or (2) the Access Requirement is not satisfied, that is, there is not clear and convincing evidence that the method, manner, mode, and connectivity to the NPAC/SMS to obtain the User Data obtained for and used in connection with the Administrator PTRS User Service are not exactly the same as are available to all other Users under the terms of the User Agreement (an “Affirmative Access Requirement Finding”)

OR

{00522950:}

- “Negative Data Provisioning Finding” The NUE has determined that there is clear and convincing evidence that either or both (1) the Content Requirement is not satisfied, that is, there is clear and convincing evidence that the content of User Data obtained for and used in connection with the Administrator PTRS User Service, including but not limited to its form and character, the fields included therein, and the manner in which it can be read, is not exactly the same as is available to all other Users under the terms of the User Agreement (a “Negative Content Requirement Finding”) or (2) the Access Requirement is not satisfied, that is, there is clear and convincing evidence that the method, manner, mode, and connectivity to the NPAC/SMS to obtain the User Data obtained for and used in connection with the Administrator PTRS User Service are not exactly the same as are available to all other Users under the terms of the User Agreement (a “Negative Access Requirement Finding”).

Pricing Review: The NUE must complete the Pricing Review and make ONE of the following statements regarding evaluation of both of the Pricing Requirements with respect to the New Administrator PTRS User Service, the Existing Administrator PTRS User Service or the Acquired Administrator PTRS User Service as described in the applicable New User Application:

- “Affirmative Pricing Finding” The NUE has determined that there is not clear and convincing evidence that either (1) the Direct Test is not satisfied, that is, there is not clear and convincing evidence that any pricing term or condition set forth in an Administrator PTRS User Services Contract by and between Contractor or an Affiliate of the Contractor as a User and its customer for the provision of an Administrator PTRS User Service to that customer, or any extension of any economic benefit to that customer set forth in the Administrator PTRS User Service Contract, is expressed in the Administrator PTRS User Services Contract as directly related to either (a) the number of TN Porting Events of such customer, or (b) the allocated share of Service Element Charges under the Allocation Model for such customer as an Allocated Payor for Services, or (c) any charges that have been or are assessed or assessable under a User Agreement to or against such customer who is also a User under a User Agreement (an “Affirmative Direct Test Finding”) or (2) the Indirect Test is not satisfied, that is, there is not clear and convincing evidence that any

{00522950:}

pricing term or condition or any economic benefit is provided or extended to an Administrator PTRS User Services customer with respect to an Administrator PTRS User Service that is not incorporated in a written Administrator PTRS User Service Contract for that Administrator PTRS User Service to that customer, and there is not clear and convincing evidence that any pricing term and condition or any economic benefit provided or extended to an Administrator PTRS User Service customer is related to either (a) the number of TN Porting Events of the Administrator PTRS User Service Contract customer, or (b) the allocated share of Service Element Charges under the Allocation Model for such customer as an Allocated Payor for Services, or (c) any charges that have been or are assessed or assessable under a User Agreement to or against such customer who is also a User under a User Agreement (an “Affirmative Indirect Test Finding”).

OR

- “Negative Pricing Finding” The NUE has determined that there is clear and convincing evidence that either or both (1) the Direct Test is not satisfied, that is, there is clear and convincing evidence that a pricing term or condition set forth in an Administrator PTRS User Services Contract by and between Contractor or an Affiliate of the Contractor as a User and its customer for the provision of an Administrator PTRS User Service to that customer, or an extension of an economic benefit to that customer set forth in the Administrator PTRS User Service Contract, is expressed in the Administrator PTRS User Services Contract as directly related to either (a) the number of TN Porting Events of such customer, or (b) the allocated share of Service Element Charges under the Allocation Model for such customer as an Allocated Payor for Services, or (c) any charges that have been or are assessed or assessable under a User Agreement to or against such customer who is also a User under a User Agreement (a “Negative Direct Test Finding”) or (2) the Indirect Test is not satisfied, that is, there is clear and convincing evidence that a pricing term or condition or an economic benefit is provided or extended to an Administrator PTRS User Services customer with respect to an Administrator PTRS User Service that is not incorporated in a written Administrator PTRS User Service Contract for that Administrator PTRS User Service to that customer, or there is clear and convincing evidence that a pricing term and condition or an economic benefit provided or

{00522950:}

extended to an Administrator PTRS User Service customer is related to either (a) the number of TN Porting Events of the Administrator PTRS User Service Contract customer, or (b) the allocated share of Service Element Charges under the Allocation Model for such customer as an Allocated Payor for Services, or (c) any charges that have been or are assessed or assessable under a User Agreement to or against such customer who is also a User under a User Agreement (an “Negative Indirect Test Finding”).

Payment Review: The NUE must complete the Payment Review and make ONE of the following statements regarding evaluation of both of the Payment Requirements with respect to the New Administrator PTRS User Service, the Existing Administrator PTRS User Service or the Acquired Administrator PTRS User Service as described in the applicable New User Application:

- “Affirmative Payment Finding” The NUE has determined that there is not clear and convincing evidence that either (1) the Invoice Requirement is not satisfied, that is, there is not clear and convincing evidence that all applicable invoices have been issued to Contractor and each Affiliate of Contractor that is a User and that those invoices contain all applicable charges under Exhibit E of the Master Agreement (an “Affirmative Invoice Requirement Finding”) or (2) the Actual Payment Requirement is not satisfied, that is, there is not clear and convincing evidence that full and timely payment or accounting treatment by Contractor and each Affiliate of Contractor that is a User of all applicable charges under the User Agreement has actually occurred (an “Affirmative Payment Finding”).

OR

- “Negative Payment Finding” The NUE has determined that there is clear and convincing evidence that either or both (1) the Invoice Requirement is not satisfied, that is, there is clear and convincing evidence that not all applicable invoices under the User Agreement have been issued to Contractor and each Affiliate of Contractor that is a User or that those invoices do not contain all applicable charges under the User Agreement (a “Negative Invoice Requirement Finding”) or (2) the Actual Payment Requirement is not satisfied, that is, there is clear and convincing evidence that full and timely payment or accounting treatment by Contractor and each Affiliate

{00522950:}

of Contractor that is a User of all applicable charges under the User Agreement has not actually occurred (a “Negative Actual Payment Finding”).

6.2.6.3.2.2.3 Required Explanation

The Explanation of the Findings Statement shall consist of a summary of the basis for each of the required findings made with respect to the NUE Reviews conducted by the NUE, in sufficient detail without parole or other evidence to explain the foregoing.

6.2.6.3.3 Action Following Issuance of, or Failure to Timely Issue, an Administrator PTRS User Service Findings Report

6.2.6.3.3.1 New Administrator PTRS User Services

Immediately upon receipt of an Administrator PTRS User Service Findings Report with respect to a New Administrator PTRS User Service that contains an Affirmative Administrator PTRS User Service Finding, the Contractor, in accordance with the NUE Process M&P, shall proceed to process the New User Application and to approve the New User Application with respect to the New Administrator PTRS User Service for further action to enable the Applicant to become a User and to complete the required documentation and agreements, including execution of a User Agreement for each Region covered by the Affirmative Permitted Use Finding, and Contractor shall further notify Customer in writing of the approval of the New User Application. Upon receipt of the written notification from Contractor of the approval of the New User Application with respect to the New Administrator PTRS User Service with respect to the Region, Customer shall have those rights set forth in Section 6.3.3.1 to initiate a Customer Evaluation.

Immediately upon the receipt of an Administrator PTRS User Service Findings Report that contains a Negative Administrator PTRS User Service Finding, the Contractor, in accordance with the NUE Process M&P, shall follow the rejection and notice procedures set forth in the NUE Process M&P, and shall reject the New User Application with respect to the New Administrator PTRS User Service and the New Administrator PTRS User Service cannot be

{00522950:}

offered or made available for Commercial Launch, pending the process and procedure set forth in Section 6.3.3 for appealing such rejection.

Nothing hereunder precludes the Contractor or an Affiliate of the Contractor from resubmitting a New User Application any number of times with respect to a New Administrator PTRS User Service, and upon each resubmission, the resubmitted New User Application shall be subject to review and consideration pursuant to this Agreement and the NUE Process M&P as if it were an initial New User Application, and the preceding New User Application shall be deemed withdrawn, if it has not already been withdrawn or acted upon. If a New User Application is rejected based upon an Administrator PTRS User Service Findings Report that contains a Negative Administrator PTRS User Service Finding, the Contractor or the Affiliate of the Contractor who was the Applicant may protest the rejection only pursuant to process and procedure set forth in Section 6.3.3, but the Administrator PTRS User Service Findings Report shall be binding until reversed pursuant to the procedures set forth in Section 6.3.3 below.

6.2.6.3.3.2 Existing Administrator PTRS User Services and Acquired Administrator PTRS User Services

Immediately upon receipt of an Administrator PTRS User Service Findings Report with respect to an Existing Administrator PTRS User Service or an Acquired Administrator PTRS User Service that contains an Affirmative Administrator PTRS User Service Finding, the Contractor or the Affiliate of the Contractor may continue to offer the Existing Administrator PTRS User Service or the Acquired Administrator PTRS User Service, and the Contractor, in accordance with the NUE Process M&P shall notify the Customer in writing of the continuation of such Administrator PTRS User Service or the Acquired Administrator PTRS User Service with respect to the Region. Upon receipt of the written notification from Contractor, Customer shall have those rights set forth in Section 6.3.3.1 for appealing such continuation.

On the 31st Business Day after receipt of an Administrator PTRS User Service Findings Report that contains a Negative Administrator PTRS User Service Finding with respect to an Existing Service or an Acquired Administrator PTRS User Service, the Contractor or the Affiliate of the Contractor shall:

{00522950:}

- (a) if the Negative Administrator PTRS User Service Finding concerns the Permitted Use Requirement, then Contractor shall discontinue offering that aspect of the Existing Administrator PTRS User Service or the Acquired Administrator PTRS User Service that was subject to the Negative Administrator PTRS User Service Finding and the User Agreement associated with that Administrator PTRS User Service shall be terminated or amended accordingly;
- (b) if the Negative Administrator PTRS User Service Finding concerns the Data Provisioning Requirement, then the Contractor shall discontinue offering the Existing Administrator PTRS User Service or the Acquired Administrator PTRS User Service that relied on the improperly provisioned data, and the User Agreement associated with that Administrator PTRS User Service that relied on the improperly provisioned data shall be terminated or amended accordingly;
- (c) if the Negative Administrator PTRS User Service Finding concerns the Pricing Requirement, then the Contractor shall discontinue offering the Existing Administrator PTRS User Service or the Acquired Administrator PTRS User Service to its customers with whom it has Administrator PTRS User Services Contracts that failed to meet the Pricing Requirement;
- (d) if the Negative Administrator PTRS User Service Finding concerns the Payment Requirement, then all the Contractor's User Agreements shall be terminated or amended accordingly,

unless, prior to the 31st Business Day after receipt of an Administrator PTRS User Service Findings Report that contains a Negative Administrator PTRS User Service Finding, either (a) the NUE determines that all Negative Administrator PTRS User Service Findings have been "Cured" as defined below, or (b) Contractor or an Affiliate of the Contractor offering the Existing Administrator PTRS User Service or the Acquired Administrator PTRS User Service exercises its right to appeal the Administrator PTRS User Service Findings Report that contains the Negative Administrator PTRS User Service Finding in accordance with the process and procedure set forth in Section 6.3.3.

Nothing hereunder precludes the Contractor or an Affiliate of the Contractor from submitting a New User Application any number of times with respect to an Existing Service or an Acquired Service, and upon each submission and resubmission, the submitted or resubmitted New User Application shall be subject to review and consideration pursuant to this Agreement and the

{00522950:}

NUE Process M&P as if it were an initial New User Application for a New Administrator PTRS User Service, and the preceding New User Application shall be deemed withdrawn, if it has not already been withdrawn.

For purposes of the foregoing, whether all Negative Administrator PTRS User Service Findings have been “Cured” shall mean that in accordance with the NUE Process M&P, the Contractor or an Affiliate of the Contractor has submitted evidence to the NUE that the deficiencies that led to the Negative Administrator PTRS User Service Findings either did not exist or have been corrected, and the NUE accepts such evidence and renders a replacement Administrator PTRS User Service Findings Report that contains only Affirmative Administrator PTRS User Service Findings.

6.2.6.4 Misuse Allegation

6.2.6.4.1 Definition

For purposes of a Misuse Allegation Review, a “**Misuse Allegation**” shall mean a bona-fide allegation in writing of any one or more of the occurrences in the following sentence, supported by credible evidence, so long as the allegation originates from any one of the following: (A) any named User or PTRS User (B) an agent of any named User or PTRS User, where the agency authorizes the agent (in writing) to enforce the principal’s rights with respect to User Data, (C) Customer, (D) any regulatory body (and its components) having jurisdiction or delegated authority over Contractor, Customer, Members of the Customer, any of the Users or PTRS Users, porting or pooling in the Region, or the NPAC/SMS, and (E) Contractor.

6.2.6.4.2 Circumstance

In order to constitute a Misuse Allegation, the allegation must involve one or more of the following: (1) that a User or PTRS User (including the Contractor or an Affiliate of the Contractor) has failed to meet or is failing to meet the Permitted Use Requirement, (2) that a User or a PTRS User (including the Contractor or an Affiliate of the Contractor) has breached the terms and provisions of the User Agreement or the PTRS User Agreement with respect to restrictions on the use of User Data, (3) that Contractor, or an Affiliate of the Contractor, as a PTRS User, has failed to meet or is failing to meet any Data Provisioning Requirement, (4) that

{00522950:}

Contractor, or an Affiliate of the Contractor, as a PTRS User, has failed to meet or is failing to meet any Pricing Requirement, or (5) that Contractor, or an Affiliate of the Contractor, as a PTRS User, has failed to meet or is failing to meet any Payment Requirement.

The NUE Process M&P shall incorporate a procedure providing for a process so that a User or PTRS User that is the subject of a Misuse Allegation may submit arguments explaining why the activity that is the subject of a Misuse Allegation, if accepted as true, nevertheless is not a violation of the particular requirement implicated in the Misuse Allegation.

6.2.6.4.3 Specific NUE Reviews and Misuse Allegation Findings Report

6.2.6.4.3.1 Time Periods

In accordance with this Agreement and the NUE Process M&P, upon receipt by Contractor of a Misuse Allegation in writing, Contractor shall, in accordance with the NUE Process M&P, deliver the Misuse Allegation (and all supporting documentation and substantiation required under the NUE Process M&P) to the NUE for the performance with respect only to those activities actually found to have occurred of one or more of the specific NUE Reviews which the NUE determines is implicated in the specific Misuse Allegation.

Within ten Business Days following receipt of the Misuse Allegation from Contractor, the NUE shall issue a Misuse Allegation Findings Report with respect to the NUE Review(s) conducted; provided, however, that pursuant to the process and procedures set forth in the NUE Process M&P, if the NUE requests that Contractor obtain additional information that the NUE deems necessary to render the Misuse Allegation Findings Report, this ten-Business Day period shall be extended automatically only once by an additional ten Business Days from the date the NUE receives the requested additional information. All such requests by the NUE to the Contractor shall be in writing in order to extend this ten-Business Day period. The Misuse Allegation Findings Report shall be issued by the NUE and delivered in writing, including electronically, to Contractor and to Customer. Neither Contractor, an Affiliate of Contractor, Customer, nor any other User shall be prejudiced hereby on account of independent efforts or investigation to confirm or to otherwise ascertain whether a Misuse Allegation is bona-fide and supported by credible evidence, but no such independent efforts or investigation shall influence or affect the

{00522950:}

conduct of the NUE Reviews by the NUE. The Misuse Allegation Findings Report shall be issued by the NUE and delivered in writing, including electronically, to Contractor and to Customer.

6.2.6.4.3.2 Required Findings Statement and Explanation

The Misuse Allegation Findings Report shall contain both a **“Findings Statement”** and an **“Explanation of the Findings Statement.”** The Findings Statement shall consist of one of two **“Cumulative Findings”** and one of two **“Separate Findings”** for each of the separate NUE Reviews conducted.

6.2.6.4.3.2.1 Cumulative Findings

Users and PTRS Users

In each Misuse Allegation Findings Report associated with a Misuse Allegation with respect to a User that was categorized as either a PTRS or a TSP, and that implicates the Permitted Use Requirement, the NUE must make one of the following statements: (1) the NUE has determined that by a *preponderance of the evidence* the User’s need to access any part of the NPAC/SMS and its actual use of User Data, as described on a Misuse Allegation, satisfies and does not violate the Permitted User Requirement (an **“Affirmative PTRS or TSP Permitted Use Finding”**); or (2) the NUE has been unable to determine that by a *preponderance of the evidence* the User’s need to access any part of the NPAC/SMS and its actual use of User Data, as described on a Misuse Allegation, satisfies and does not violate the Permitted Use Requirement (a **“Negative PTRS or TSP Permitted Use Finding”**).

Administrator PTRS User Services of Contractor and Affiliates of Contractor

In each Misuse Allegation Findings Report associated with a Misuse Allegation with respect to an Existing Administrator PTRS User Service of the Contractor or an Affiliate of the Contractor, the NUE must make one of the following statements:

- (a) that the NUE has made an Affirmative Permitted Use Finding, an Affirmative Data Provisioning Finding, an Affirmative Pricing Finding, and an Affirmative Payment

{00522950:}

- Finding with respect to each applicable and relevant NUE Review conducted because it was implicated in the Misuse Allegation (“**Affirmative Administrator PTRS User Service Finding**”); or
- (b) the NUE has made one or more of the following: a Negative Permitted Use Finding, a Negative Data Provisioning Finding, a Negative Pricing Finding, or a Negative Payment Finding with respect to each applicable and relevant NUE Review conducted it was implicated in the Misuse Allegation (a “**Negative Administrator PTRS User Service Finding**”).

6.2.6.4.3.2.2 Separate Findings

With respect to a Misuse Allegation Findings Report for Users and PTRS Users, the NUE shall not be required to make any findings other than the Cumulative Findings, but with respect to a Misuse Allegation Findings Report for Contractor or an Affiliate of Contractor, in addition to the Cumulative Findings, the NUE must make each of the following separate findings associated with each of the separate NUE Reviews conducted because it was implicated in the Misuse Allegation:

Permitted Use Review: The NUE must complete the Permitted Use Review and make ONE of the following statements regarding evaluation of the Permitted Use Requirement if the Misuse Allegation includes allegations that the need to access any part of the NPAC/SMS and the actual use or uses of User Data with respect to an Administrator PTRS User Service is not a Permitted Use:

- “Affirmative Permitted Use Finding” The NUE has determined that by a *preponderance of the evidence* the need to access any part of the NPAC/SMS and the actual use or uses of User Data with respect to an Administrator PTRS User Service that is the subject of the Misuse Allegation satisfies and does not violate the Permitted Use Requirement.

OR

- “Negative Permitted Use Finding” The NUE has been unable to determine that by a *preponderance of the evidence* the need to access any part of the NPAC/SMS and the actual use or uses of User Data with respect to an Administrator PTRS User Service

{00522950:}

that is the subject of the Misuse Allegation satisfies and does not violate the a Permitted Use Requirement.

Data Provisioning Review: The NUE must complete the Data Provisioning Review and make ONE of the following statements regarding evaluation of either component or both components of the Data Provisioning Requirements if the Misuse Allegation includes allegations that the Administrator PTRS User Service does not satisfy any component of the Data Provisioning Requirements:

- “Affirmative Data Provisioning Finding” The NUE has determined by a preponderance of the evidence that both the (1) the Content Requirement is satisfied and has not been not violated (an “Affirmative Content Requirement Finding”) and (2) the Access Requirement is satisfied and has not been not violated (an “Affirmative Access Requirement Finding”);

OR

- “Negative Data Provisioning Finding” The NUE has been unable to determine *by a preponderance of the evidence* that both the (1) the Content Requirement is satisfied and has not been not violated (an “Negative Content Requirement Finding”) and (2) the Access Requirement is satisfied and has not been not violated (an “Negative Access Requirement Finding”).

Pricing Review: The NUE must complete the Pricing Review and make ONE of the following statements regarding evaluation of either component or both components of the Pricing Requirements if the Misuse Allegation includes allegations that the Administrator PTRS User Service does not satisfy any component of the Pricing Requirements:

- “Affirmative Pricing Finding” The NUE has determined *by a preponderance of the evidence* that both (1) the Direct Test is satisfied and has not been violated (an “Affirmative Direct Test Finding”) and (2) the Indirect Test is satisfied and has not been violated (an “Affirmative Indirect Test Finding”);

OR

- “Negative Pricing Finding” The NUE has been unable to determine that *by a preponderance of the evidence* both (1) the Direct Test is satisfied and has not been

{00522950:}

violated (a “Negative Direct Test Finding”) and (2) the Indirect Test is satisfied and has not been violated (a “Negative Indirect Test Finding”).

Payment Review: The NUE must complete the Payment Review and make ONE of the following statements regarding evaluation of either component or both components of the Payment Requirements if the Misuse Allegation includes allegations that the Administrator PTRS User Service does not satisfy any component of the Payment Requirements:

- “Affirmative Payment Finding” The NUE has determined *by a preponderance of the evidence* that both (1) the Invoice Requirement is satisfied and has not been violated (an “Affirmative Invoice Requirement Finding”), and (2) the Actual Payment Requirement is satisfied and has not been violated (an “Affirmative Payment Finding”);

OR

- “Negative Payment Finding” The NUE has been unable to determine that *by a preponderance of the evidence* both (1) the Invoice Requirement is satisfied and has not been violated (a “Negative Invoice Requirement Finding”), and (2) the Actual Payment Requirement is satisfied and has not been violated (a “Negative Actual Payment Finding”).

6.2.6.4.3.2.3 Required Explanation

The Explanation of the Findings Statement in the Misuse Allegation Findings Report shall consist of a summary of the reasons for each of the required findings made with respect to the NUE Reviews conducted by the NUE, in sufficient detail without parole or other evidence to explain the foregoing.

6.2.6.4.3.3 Action Following Issuance of Misuse Allegation Findings Report

6.2.6.4.3.3.1 PTRS and Service Provider Misuse Allegation Findings Reports

{00522950:}

Immediately upon receipt of a Misuse Allegation Findings Report with respect to a User that is a PTRS or a TSP that contains an Affirmative PTRS or TSP Permitted Use Finding, the Contractor shall provide notice of the Misuse Allegation Findings Report to the User, and the User shall continue to be a User, and the Contractor, in accordance with the NUE Process M&P shall notify the Customer in writing of the Misuse Allegation Findings Report. Upon receipt of the written notification from Contractor, Customer shall have those rights set forth in Section 6.3.4.1 for appealing the Misuse Allegation Findings Report.

Immediately upon receipt of a Misuse Allegation Findings Report with respect to a User that is a PTRS or a TSP that contains a Negative PTRS or TSP Permitted Use Finding, in accordance with the NUE Process M&P, the Contractor shall provide notice of the Misuse Allegation Findings Report to the User and shall notify the Customer in writing of the Misuse Allegation Findings Report. On the 31st Business Day after receipt of a Misuse Allegation Findings Report that contains a Negative Permitted Use Finding, the Contractor shall discontinue providing Services to the User or to the PTRS User with respect to the Region, and the User Agreement or PTRS User Agreement for the Region with respect to the User shall be terminated, and Customer shall be given Written Notice by Contractor of each such termination, unless, prior to the 31st Business Day after receipt of the Misuse Allegation Findings Report that contains a Negative Permitted Use Finding, either (a) the NUE determines that all Negative Permitted Use Findings have been “Cured” as defined below, or (b) the User or PTRS User exercises its right to appeal the Misuse Allegation Findings Report that contains the Negative Permitted Use Finding in accordance with the process and procedure set forth in Section 6.3.4.

Nothing hereunder precludes the User from submitting prior to the 31st Business Days after receipt of the Misuse Allegation Findings Report any number of times evidence that the subject of a Misuse Allegation has been cured for the Region, and upon each submission and resubmission, the submitted or resubmitted evidence shall be subject to review and consideration pursuant to this Agreement and the NUE Process M&P.

For purposes of the foregoing, whether all Negative Permitted Use Findings have been “Cured” shall mean that in accordance with the NUE Process M&P, the User has submitted evidence to the NUE that the deficiencies that led to the Negative Permitted Use Findings either did not exist or have been corrected, and the NUE accepts such evidence and renders a replacement Misuse Allegation Findings Report that contains only Affirmative Permitted Use Findings.

{00522950:}

6.2.6.4.3.3.2 Contractor and Affiliates of Contractor Misuse Allegation Findings Reports

Immediately upon receipt of a Misuse Allegation Findings Report with respect to an Existing Administrator PTRS User Service or an Acquired Administrator PTRS User Service that contains an Affirmative Administrator PTRS User Service Finding, the Contractor or the Affiliate of the Contractor may continue to offer the Existing Administrator PTRS User Service or the Acquired Administrator PTRS User Service, and the Contractor, in accordance with the NUE Process M&P shall notify the Customer in writing of the continuation of such Administrator PTRS User Service or the Acquired Administrator PTRS User Service with respect to the Region. Upon receipt of the written notification from Contractor, Customer shall have those rights set forth in Section 6.3.4.2.1 for appealing such continuation.

On the 31st Business Day after receipt of a Misuse Allegation Findings Report that contains a Negative Administrator PTRS User Service Finding with respect to an Existing Service or an Acquired Administrator PTRS User Service, the Contractor or the Affiliate of the Contractor shall:

- (a) if the Negative Administrator PTRS User Service Finding concerns the Permitted Use Requirement, then Contractor shall discontinue offering that aspect of the Existing Administrator PTRS User Service or the Acquired Administrator PTRS User Service that was subject to the Negative Administrator PTRS User Service Finding and the User Agreement associated with that Administrator PTRS User Service shall be terminated or amended accordingly ;
- (b) if the Negative Administrator PTRS User Service Finding concerns the Data Provisioning Requirement, then the Contractor shall discontinue offering the Existing Administrator PTRS User Service or the Acquired Administrator PTRS User Service that relied on the improperly provisioned data, and the User Agreement associated with that Administrator PTRS User Service that relied on the improperly provisioned data shall be terminated or amended accordingly;
- (c) if the Negative Administrator PTRS User Service Finding concerns the Pricing Requirement, then the Contractor shall discontinue offering the Existing

{00522950:}

Administrator PTRS User Service or the Acquired Administrator PTRS User Service to its customers with whom it has Administrator PTRS User Services Contracts that failed to meet the Pricing Requirement;

- (d) if the Negative Administrator PTRS User Service Finding concerns the Payment Requirement, then all the Contractor’s User Agreements shall be terminated or amended accordingly,

unless, prior to the 31st Business Day after receipt of the Misuse Allegation Findings Report that contains a Negative Administrator PTRS User Service Finding, either (a) the NUE determines that all Negative Administrator PTRS User Service Findings have been “Cured” as defined below, or (b) Contractor or an Affiliate of the Contractor offering the Existing Administrator PTRS User Service or the Acquired Administrator PTRS User Service exercises its right to appeal the Misuse Allegation Findings Report that contains the Negative Administrator PTRS User Service Finding in accordance with the process and procedure set forth in Section 6.3.4.2. Notwithstanding anything herein to the contrary, termination of a User Agreement required under this paragraph shall not in any way affect the receipt of Services under other User Agreements under which Contractor or an Affiliate of Contractor provides an Administrator PTRS User Service that was not subject to Negative Administrator PTRS User Service Finding.

Nothing hereunder precludes the Contractor or an Affiliate of the Contractor from submitting a New User Application any number of times with respect to an Existing Service or an Acquired Service, and upon each submission and resubmission, the submitted or resubmitted New User Application shall be subject to review and consideration pursuant to this Agreement and the NUE Process M&P as if it were an initial New User Application for a New Administrator PTRS User Service, and the preceding New User Application shall be deemed withdrawn, if it has not already been withdrawn.

For purposes of the foregoing, whether all Negative Administrator PTRS User Service Findings have been “Cured” shall mean that in accordance with the NUE Process M&P, the Contractor or an Affiliate of the Contractor has submitted evidence to the NUE that the deficiencies that led to the Negative Administrator PTRS User Service Findings either did not exist or have been corrected, and the NUE accepts such evidence and renders a replacement Misuse Allegation Findings Report that contains only Affirmative Administrator PTRS User Service Findings.

6.2.7 Evidence of Satisfaction

{00522950:}

6.2.7.1 Permitted Use Requirement

Pursuant to the NUE Process M&P, the NUE shall determine satisfaction of the Permitted Use Requirement by collecting and evaluating solely the following data and/or information: Applicant's need to access any part of the NPAC/SMS and the intended or actual use or uses of User Data.

6.2.7.2 Data Provisioning Requirement

Pursuant to the NUE Process M&P, the NUE shall determine satisfaction of the Data Provisioning Requirement by collecting and evaluating solely the following data and/or information for each of the Content Requirement and Access Requirement as follows.

6.2.7.2.1 Content Requirement

The Contractor offering or planning to offer an Administrator PTRS User Service shall provide the NUE with a certification ("Officer Content Certification") of a Contractor or Contractor Affiliate Vice- President expressly providing that based on his or her knowledge, the content of User Data obtained for and used in connection with the Administrator PTRS User Service complies with the Content Requirement of the Provisioning Requirement. In addition, upon the request by the NUE in the exercise of the sole discretion and professional judgment of the NUE, the Contractor offering or planning to offer an Administrator PTRS User Service shall provide to the NUE the following data and information in addition to the Officer User Certifications:

{00522950:}

- Sampling of TN records in Contractor’s SOA/LSMS systems for provisioning its Administrator PTRS User Services to confirm that the data obtained from the NPAC/SMS is no different from what is available to other Users (e.g., in either NPAC/SMS broadcasts or Bulk Data Downloads).
- Help Desk tickets for requests by Contractor as User (e.g., for Bulk Data Downloads) to confirm handling is consistent with what is required to be provided to any User making a similar request.

Notwithstanding anything herein to the contrary, it shall not be a violation of the Content Requirement that Contractor’s SOA/LSMS systems for provisioning its Administrator PTRS User Services contains data different from what is contained in the NPAC, such as when User Data is corrected, correlated or otherwise modified, provided that the User Data obtained from the NPAC/SMS is no different from what is available to other Users.

6.2.7.2.2 Access Requirement

The Contractor offering or planning to offer the Administrator PTRS User Service shall provide the NUE with a certification (“Officer Access Certification”) of a Contractor or Contractor Affiliate Vice- President expressly providing that based on his or her knowledge, the method, manner, mode, and connectivity to the NPAC/SMS to obtain the User Data obtained for and used in connection with the Administrator PTRS User Service complies with the Access Requirement of the Provisioning Requirement. In addition, upon the request by the NUE in the exercise of the sole discretion and professional judgment of the NUE, the Contractor offering or planning to offer the Administrator PTRS User Service shall provide to the NUE the following data and information in addition to the Officer Access Certifications:

- (a) Contractor’s communications invoice for a circuit(s) from Contractor’s SOA/LSMS facilities to a telecommunications central office.
- (b) Contractor’s manner, mode, and connectivity to the NPAC/SMS to obtain the User Data.

{00522950:}

- (c) Contractor’s Certification Testing (in accordance with the M&P for Mechanized User Testing) results as recorded by NPAC/SMS personnel to verify that Contractor’s SOA/LSMS systems deployed to support its Contract Administrator PTRS User Services are subject to same testing requirements as those imposed on any User system.

6.2.7.2.3 Pricing Requirement

Pursuant to the NUE Process M&P, the NUE shall determine satisfaction of the Pricing Requirement by collecting and evaluating solely the following data and/or information. The Contractor planning to offer the Administrator PTRS User Service shall provide the NUE with a certifications (“Officer Pricing Certification”) of a Contractor or Contractor Affiliate Vice-President expressly providing that based on his or her knowledge, (A) each Administrator PTRS User Services Contract incorporates all of the commitments made to the customer with respect to the Administrator PTRS User Service, (B) there were no other agreements by Contractor to any customer of an Administrator PTRS User Service that were not incorporated into such Administrator PTRS User Services Contract, and (C) the Administrator PTRS User Services Contract satisfies both the Direct Test and the Indirect Test of the Pricing Requirement. In addition, upon the request by the NUE in the exercise of the sole discretion and professional judgment of the NUE, the Contractor offering an Administrator PTRS User Service shall provide to the NUE the following data and/or information in addition to the Officer Pricing Certifications as set forth in this Section and Administrator PTRS User Services Contracts then in effect for an Existing Service as set forth in Section so that the NUE can determine, in addition to the Officer Pricing Certifications, compliance with the Pricing Requirement. In determining the satisfaction of the Pricing Requirement, Contractor shall provide the NUE with, and the NUE shall rely solely on a statistically-significant sample, determined in the NUE’s professional judgment, of Administrator PTRS User Services Contracts from a Contractor-provided list of (A) current Administrator PTRS User Services Contracts and (B) new, amended, expired, and terminated Administrator PTRS User Services Contracts.

Because the Pricing Requirement expressly provides for a review of an Administrator PTRS User Services Contract by and between Contractor as a User and its customer for the provision of an Administrator PTRS User Service to that customer, the Pricing Requirement cannot be considered unless and until Contractor as a User has executed an Administrator PTRS User

{00522950:}

Services Contract with its customer for the provision of an Administrator PTRS User Service to that customer. Consequently, it shall not be grounds that Contractor as a User has not met the Pricing Requirement merely because it does not have an in-force Administrator PTRS User Services Contract.

The Officer Pricing Certification shall be provided to the Customer both in conjunction with Contractor's submission of a new Administrator PTRS User Service to the NUE and on an annual basis. The Contractor Vice-President executing the Pricing Certification may rely on a certification by the Contractor's Vice-President-level contact responsible for attestations employed by Contractor's under a contract compliance program.

6.2.7.2.4 Payment Requirement

Pursuant to the NUE Process M&P, the NUE shall determine satisfaction of the Payment Requirement by collecting and evaluating solely the following data and information:

- (a) Contractor's invoices to itself as a User; and
- (b) Depending on Contractor's actual method, either (i) Contractor's cancelled check, wire transfer confirmation, or other similar evidence of payment, or (ii) Contractor's accounting treatment reflecting the recognition of payment, but only that entry subject to the Payment Requirement, and no other record whatsoever.

6.2.7.2.5 Customer Interaction with New User Evaluator

The only interaction that Customer is entitled to have with the NUE is the receipt of the applicable Findings Report. Customer shall not be entitled to require any change in scope of any Data Use Evaluation. Any changes to the scope of the NUE Process shall only be accomplished by written agreement by and between Customer and Contractor. Nothing herein shall be construed to require that Contractor bear the costs of any subsequent expansion of scope that is requested by or that primarily benefits Customer.

6.3. Appeal and Dispute Resolution Processes and Procedures

{00522950:}

6.3.1 Generally

The processes and procedures applicable to appeals with respect to Findings Reports and the conduct by the NUE of the various NUE Reviews shall depend on the specific Findings Report involved and with respect to each specific Findings Report, shall further depend upon the applicable findings contained in the specific Findings Report. Accordingly, those processes and procedures are set forth exclusively in this Section 6.3.

6.3.2 Appeals Regarding PTRS User Findings Report

6.3.2.1 Customer Evaluation

6.3.2.1.1 Initiation of a Customer Evaluation

Following the issuance by the NUE of a PTRS User Findings Report, a Customer Evaluation (as defined below) with respect to the New User Application of an Applicant that is a PTRS which is not Contractor or an Affiliate of the Contractor shall be initiated in any one of the following manners:

- (a) within 20 Business Days after the Customer's receipt of a PTRS User Findings Report that contains an Affirmative Permitted Use Finding, if the Customer delivers Written Notice within that 20 Business Days' time period to the Contractor of its election to commence a Customer Evaluation; or
- (b) within 15 Business Days after the an Applicant's receipt of notice from the Contractor of the rejection of its New User Application because of the issuance by the NUE of a PTRS User Findings Report that contains a Negative Permitted Use Finding, if the Applicant delivers Written Notice within that 15 Business Days' time period to the Contractor, which notice Contractor shall forward to the Customer, of its election to commence a Customer Evaluation; or
- (c) within 20 Business Days after the Customer's receipt of a PTRS User Findings Report that contains a Negative Permitted Use Finding, if the Applicant has not delivered earlier Written Notice to Contractor of its election to commence a Customer Evaluation and the

{00522950:}

Customer delivers Written Notice within that 20 Business Days period to the Contractor of its election to commence a Customer Evaluation.

If a Customer Evaluation is elected as provided above, then, in accordance with the NUE Process M&P and Section 6.3.2.2.2 below, the Customer shall commence a Customer Evaluation. If a Customer Evaluation is not elected as provided above, then:

- (a) If the PTRS User Findings Report contains an Affirmative Permitted Use Finding, then the PTRS User Findings Report shall be binding on all parties and shall not be subject to further appeal or dispute; and
- (b) If the PTRS User Findings Report contains a Negative Permitted Use Finding, then the PTRS User Findings Report shall be binding on all parties and shall not be subject to further appeal or dispute.

6.3.2.1.2 Conduct of a Customer Evaluation

Contractor shall, in accordance with the NUE Process M&P, within two Business Days after receipt of a written request from Customer cause the delivery of the New User Application and all supporting documentation and substantiation required under the NUE Process M&P to the Customer to perform a Permitted Use Review and to issue a PTRS User Findings Report with respect to the New User Application of the Applicant that is the subject of the Customer Evaluation. For purposes of this Section 6.3.2.1.2, a “Customer Evaluation” shall mean the conduct by the Customer of a Permitted User Review with respect to a New User Application and the issuance of a PTRS User Findings Report with respect to that Permitted Use Review in accordance with the requirements of Section 6.2.6.1.2.2. The Customer shall conduct the Customer Evaluation de novo. While not required to defer to any of the findings issued by the NUE, Customer shall consider such findings. The Customer shall issue a PTRS User Findings Report (referred to as the “Customer’s PTRS User Findings Report”) within 30 Calendar Days after receipt from the Contractor of the New User Application and all supporting documentation and substantiation required under the NUE Process M&P. If a Customer Evaluation is either elected or automatically initiated, then failure of Customer to issue a Customer’s PTRS User Findings Report within the period prescribed herein shall result in a Customer’s PTRS User Findings Report being considered issued with an Affirmative Permitted Use Finding, and shall be binding on all parties and final and shall not be subject to further appeal or dispute.

{00522950:}

6.3.2.1.3 Consequences of and Further Rights With Respect to the Customer's PTRS User Findings Report

The consequences of and the further rights with respect to the Customer's PTRS User Findings Report shall depend both upon NUE's original findings in the NUE's PTRS User Findings Report and the findings in the Customer's PTRS User Findings Report.

6.3.2.1.3.1 Original Affirmative Permitted Use Finding in NUE's PTRS User Findings Report

If the NUE's PTRS User Findings Report contained an Affirmative Permitted Use Finding, then the Customer's PTRS User Findings Report shall result in the following:

- (a) if the Customer's PTRS User Findings Report also contains an Affirmative Permitted User Finding, then the Affirmative Permitted Use Finding shall be binding on all parties and final and shall not be subject to further appeal or dispute; or
- (b) if the Customer's PTRS User Findings Report contains a Negative Permitted Use Finding, then the Customer's determination shall be binding on all parties and shall not be subject to further appeal or dispute.

6.3.2.1.3.2 Original Negative Permitted Use Finding in NUE's PTRS User Findings Report

If the NUE's PTRS User Findings Report contained a Negative Permitted Use Finding, then the Customer's PTRS User Findings Report shall result in the following:

- (a) if the Customer's PTRS User Findings Report contains an Affirmative Permitted User Finding, then the Affirmative Permitted Use Finding shall be binding on all parties and final and shall not be subject to further appeal or dispute;

{00522950:}

- (b) if the Customer's PTRS User Findings Report also contains a Negative Permitted Use Finding, then the Customer's determination shall be binding on all parties and shall not be subject to further appeal or dispute.

6.3.3 Appeals Regarding an Administrator PTRS User Service Findings Report

6.3.3.1 Customer Evaluation

6.3.3.1.1 Initiation of a Customer Evaluation

Following the issuance by the NUE of an Administrator PTRS User Service Findings Report, a Customer Evaluation (as defined below) with respect to the Administrator PTRS User Service of the Contractor or an Affiliate of Contractor shall be initiated in any one of the following manners:

- (a) within ten Business Days after the Customer's receipt of an Administrator PTRS User Service Findings Report that contains an Affirmative Administrator PTRS User Service Finding, if the Customer delivers Written Notice within that ten Business Days' time period to the Contractor of its election to commence a Customer Evaluation; or
- (b) within 15 Business Days after the Contractor's receipt of an Administrator PTRS User Service Findings Report that contains a Negative Administrator PTRS User Service Finding, if the Contractor or an Affiliate of the Contractor delivers Written Notice within that 15 Business Days' time period to the Customer of its election to commence a Customer Evaluation.

If a Customer Evaluation is elected as provided above, then, in accordance with the NUE Process M&P and Section 6.3.3.1.2 below, the Customer shall commence a Customer Evaluation. If a Customer Evaluation is not elected as provided above, then:

- (a) If the Administrator PTRS User Service Findings Report contains an Affirmative Administrator PTRS User Service Finding, then the Administrator PTRS User Service

{00522950:}

Findings Report shall be binding on all parties and shall not be subject to further appeal or dispute; or

- (b) If the Administrator PTRS User Service Findings Report contains a Negative Administrator PTRS User Service Finding, then the Administrator PTRS User Service Findings Report shall not be subject to further appeal or dispute.

6.3.3.1.2 Conduct of a Customer Evaluation

Contractor shall, in accordance with the NUE Process M&P, within two Business Days after receipt of a written request from Customer cause the delivery of the New User Application and all supporting documentation and substantiation required under the NUE Process M&P to the Customer to allow it to issue an Administrator PTRS User Service Findings Report with respect to the applicable Administrator PTRS User Service that is the subject of the Customer Evaluation. For purposes of this Section 6.3.3.1.2 a “Customer Evaluation” shall mean the conduct by the Customer of NUE Reviews with respect to the particular Administrator PTRS User Service at issue and the issuance of an Administrator PTRS User Services Findings Report with respect to each of those NUE Reviews of the Administrator PTRS User Service in accordance with the requirements of 6.2.6.3.2.2. The Customer shall conduct the Customer Evaluation de novo and, while not required to defer to any of the findings issued by the NUE, Customer shall consider such findings, Findings Statements or Explanations of Findings Statements contained in the NUE’s Administrator PTRS User Services Findings Report. The Customer shall issue an Administrator PTRS User Services Findings Report (referred to as the “Customer’s Administrator PTRS User Service Findings Report”) within 30 Calendar Days after receipt from the Contractor of the New User Application and all supporting documentation and substantiation required under the NUE Process M&P. If a Customer Evaluation is elected, then failure of Customer to issue a Customer’s Administrator PTRS User Services Findings Report within the period prescribed herein shall result in a Customer’s Administrator PTRS User Services Findings Report being considered issued with an Affirmative Administrator PTRS User Services Finding, and shall be binding on all parties and final and shall not be subject to further appeal or dispute.

{00522950:}

**6.3.3.1.3 Consequences of and Further Rights
With Respect to the Customer's
Administrator PTRS User Service
Findings Report**

The consequences of and the further rights with respect to the Customer's Administrator PTRS User Service Findings Report shall depend both upon the NUE's original findings in the NUE's Administrator PTRS User Service Findings Report and the findings in the Customer's Administrator PTRS User Service Findings Report.

**6.3.2.1.3.2 Original Affirmative Administrator
PTRS User Service Finding in NUE's
Administrator PTRS User Services
Finding Report**

If the NUE's Administrator PTRS User Service Findings Report contained an Affirmative Administrator PTRS User Service Finding, then the Customer's PTRS User Findings Report shall result in the following:

- (a) if the Customer's Administrator PTRS User Service Findings Report also contains an Affirmative Administrator PTRS User Service Finding, then the Affirmative Administrator PTRS User Service Finding shall be binding on all parties and final and shall not be subject to further appeal or dispute; or
- (b) if the Customer's PTRS User Findings Report contains a Negative Permitted Use Finding, then the Customer's determination shall be binding on all parties and shall not be subject to further appeal or dispute.

**6.3.3.1.3.2. Original Negative Administrator
PTRS User Service Finding in NUE's
Administrator PTRS User Service
Findings Report**

{00522950:}

If the NUE's Administrator PTRS User Service Findings Report contained a Negative Administrator PTRS User Service Finding, then the Customer's Administrator PTRS User Service Findings Report shall result in the following:

- (1) if the Customer's Administrator PTRS User Service Findings Report contains an Affirmative Administrator PTRS User Service Finding, then the Customer's Affirmative Administrator PTRS User Service Finding shall be binding on all parties and final and shall not be subject to further appeal or dispute; or
- (2) if the Customer's Administrator PTRS User Service Findings Report also contains a Negative Administrator PTRS User Service Finding, then the Negative Administrator PTRS User Service Finding then shall be binding on all parties and shall not be subject to further appeal or dispute.

6.3.4 Appeals Regarding Misuse Allegation Findings Report

6.3.4.1 PTRS User (other than Administrator) and User Misuse Allegation Findings Reports

6.3.4.1.1 Customer Evaluation

6.3.4.1.1.1 Initiation of a Customer Evaluation

Following the issuance by the NUE of a Misuse Allegation Findings Report with respect to a User, or a PTRS User (other than Contractor or an Affiliate of Contractor), a Customer Evaluation (as defined below) shall be initiated in any one of the following manners:

- (a) within 20 Business Days after the Customer's receipt of a Misuse Allegation Findings Report that contains an Affirmative Permitted Use Finding, if the Customer delivers Written Notice within that 20 Business Days' time period to the Contractor of its election to commence a Customer Evaluation; or

{00522950:}

- (b) within 15 Business Days after the User’s receipt of notice from the Contractor of Misuse Allegation Findings Report that contains a Negative Permitted Use Finding, if the User delivers Written Notice within that 15 Business Days’ time period to the Contractor, which notice Contractor shall forward to the Customer, of its election to commence a Customer Evaluation.

If a Customer Evaluation is initiated, then, in accordance with the NUE Process M&P and Section 6.3.3.1.2 below, the Customer shall commence a Customer Evaluation. If a Customer evaluation is not elected as provided above, then:

- (a) If the Misuse Allegation Findings Report contains an Affirmative Permitted Use Finding, then the Affirmative Permitted Use Finding shall be binding on all parties and final and shall not be subject to further appeal or dispute; or
- (b) If the Misuse Allegation Findings Report contains a Negative Permitted Use Finding, then the Negative Permitted Use Findings Report shall be binding on all parties and shall not be subject to further appeal or dispute.

6.3.4.1.1.2 Conduct of a Customer Evaluation

Contractor shall, in accordance with the NUE Process M&P, within two Business Days after receipt of a written request from Customer cause the delivery of the New User Application and all supporting documentation and substantiation required under the NUE Process M&P to the Customer to perform a Permitted Use Review and to issue a Misuse Allegation Findings Report with respect to a User or PTRS User that is the subject of the Customer Evaluation. For purposes of this Section 6.3.4.1.1.2 a “Customer Evaluation” shall mean the conduct by the Customer of a Permitted Use Review with respect to that existing User or PTRS User and the issuance of a Misuse Allegation Findings Report with respect to that Permitted Use Review in accordance with the requirements of Section 6.2.6.4.3.2. The Customer shall conduct the Customer Evaluation de novo. While not be required to defer to any of the findings issued by the NUE, Customer shall consider such findings, Findings Statements or Explanations of Findings Statements contained in the NUE’s Misuse Allegation Findings Report. The Customer shall issue a Misuse Allegation Findings Report (referred to as the “Customer’s Misuse Allegation Findings Report”) within 30 Calendar Days after receipt from the Contractor of the New User Application

{00522950:}

and all supporting documentation and substantiation required under the NUE Process M&P. If a Customer Evaluation is elected, then failure of Customer to issue a Customer's Misuse Allegation Findings Report within the period prescribed herein shall result in Customer's Misuse Allegation Findings Report being considered issued with an Affirmative Misuse Allegation Finding, and shall be binding on all parties and final and shall not be subject to further appeal or dispute.

6.3.4.1.1.3 Consequences of and Further Rights With Respect to the Customer's Misuse Allegation Findings Report

The consequences of and the further rights with respect to the Customer's Misuse Allegation Findings Report shall depend both upon NUE's original findings in the NUE's Misuse Allegation Findings Report and the findings in the Customer's Misuse Allegation Findings Report.

6.3.4.1.1.3.1 Original Affirmative Permitted Use Finding in NUE's Misuse Allegation Findings Report

If the NUE's Misuse Allegation Findings Report contained an Affirmative Permitted Use Finding, then the Customer's Misuse Allegation Findings Report shall result in the following:

- (1) if the Customer's Misuse Allegation Findings Report also contains an Affirmative Permitted Use Finding, then the Affirmative Permitted Use Finding shall be binding on all parties and final and shall not be subject to further appeal or dispute; or
- (2) if the Customer's Misuse Allegation Findings Report contains a Negative Permitted Use Finding, then the Customer's Negative Permitted User Finding shall be binding on all parties and shall not be subject to further appeal or dispute.

{00522950:}

6.3.4.1.1.3.2 Original Negative PTRS or TSP Permitted Use Finding in NUE's Misuse Allegation Findings Report

If the NUE's Misuse Allegation Findings Report contained a Negative Permitted Use Finding, then the Customer's Misuse Allegation Findings Report shall result in the following:

- (1) if the Customer's Misuse Allegation Findings Report contained an Affirmative Permitted Use Finding, then the Customer's Affirmative Permitted Use Finding shall be binding on all parties and final and shall not be subject to further appeal or dispute; or
- (2) if the Customer's Misuse Allegation Findings Report also contains a Negative Permitted Use Finding, then the Negative Permitted User Finding shall be binding on all parties and shall not be subject to further appeal or dispute.

6.3.4.2 Contractor and Affiliates of Contractor Misuse Allegation Findings Report

6.3.4.2.1 Customer Evaluation

6.3.4.2.1.1 Initiation of a Customer Evaluation

Following the issuance by the NUE of a Misuse Allegation Findings Report with respect to an Administrator PTRS User Service of the Contractor or an Affiliate of the Contractor, a Customer Evaluation (as defined below) with respect to the Administrator PTRS User Service of the Contractor or an Affiliate of Contractor shall be initiated in any one of the following manners:

- (a) within ten (10) Business Days after the Customer's receipt of an Misuse Allegation Findings Report that contains an Affirmative Administrator PTRS User Service Finding,

{00522950:}

if the Customer delivers Written Notice within that ten (10) Business Days' time period to the Contractor of its election to commence a Customer Evaluation; or

- (b) within fifteen (15) Business Days after the Contractor's receipt of a Misuse Allegation Findings Report that contains a Negative Administrator PTRS User Service Finding, if the Contractor or an Affiliate of the Contractor delivers Written Notice within that fifteen (15) Business Days' time period to the Customer of its election to commence a Customer Evaluation.

If a Customer Evaluation is initiated, then, in accordance with the NUE Process M&P and Section 6.3.4.2.1.1 below, the Customer shall commence a Customer Evaluation. If a Customer evaluation is not elected as provided above, then:

- (a) If the Misuse Allegation Findings Report contained an Affirmative Administrator PTRS User Service Finding, then the Affirmative Administrator PTRS User Service Finding shall be binding on all parties and shall not be subject to further appeal or dispute.
- (b) If the Misuse Allegation Findings Report contains a Negative Administrator PTRS User Service Finding, then the Negative Administrator PTRS User Service Finding shall be binding on all parties and shall not be subject to further appeal or dispute.

6.3.4.2.1.2 Conduct of a Customer Evaluation

Contractor shall, in accordance with the NUE Process M&P, within two (2) Business Days after receipt of a written request from Customer cause the delivery of the New User Application and all supporting documentation and substantiation required under the NUE Process M&P to the Customer to allow it to issue a Misuse Allegation Findings Report with respect to the applicable Administrator PTRS User Service that is the subject of the Customer Evaluation. For purposes of this Section 6.3.4.2.1.2, a "Customer Evaluation" shall mean the conduct by the Customer of NUE Reviews with respect to the particular Administrator PTRS User Service at issue and the issuance of a Misuse Allegation Findings Report with respect to each of those NUE Reviews of the Administrator PTRS User Service in accordance with the requirements of Section 6.2.6.4.3.2. The Customer shall conduct the Customer Evaluation de novo. While not be required to defer to any of the findings issued by the NUE, Customer shall consider such findings, Findings

{00522950:}

Statements or Explanations of Findings Statements contained in the NUE’s Misuse Allegation Findings Report. The Customer shall issue a Misuse Allegation Findings Report (referred to as the “Customer’s Misuse Allegation Findings Report”) within thirty (30) Calendar Days after receipt from the Contractor of the New User Application and all supporting documentation and substantiation required under the NUE Process M&P. If a Customer Evaluation is elected, then failure of Customer to issue a Customer’s Misuse Allegation Findings Report within the period prescribed herein shall result in Customer’s Misuse Allegation Findings Report being considered issued with an Affirmative Misuse Allegation Finding, and shall be binding on all parties and final and shall not be subject to further appeal or dispute.

6.3.4.2.1.3 Consequences of and Further Rights With Respect to the Customer’s Misuse Allegation Findings Report

The consequences of and the further rights with respect to the Customer’s Misuse Allegation Findings Report shall depend both upon the NUE’s original findings in the NUE’s Misuse Allegation Findings Report and the findings in the Customer’s Misuse Allegation Findings Report.

{00522950:}

**6.3.4.2.1.3.1 Original
Affirmative
Administrator PTRS User
Service
Finding in
NUE's
Misuse
Allegation
Findings
Report**

If the NUE's Misuse Allegation Findings Report contained an Affirmative Administrator PTRS User Service Finding, then the Customer's Misuse Allegation Report shall result in the following:

- (1) if the Customer's Misuse Allegation Findings Report also contains an Affirmative Administrator PTRS User Service Finding, then the Affirmative Administrator PTRS User Service Finding shall be binding on all parties and final and shall not be subject to further appeal or dispute; or
- (2) if the Customer's Misuse Allegation Report contains a Negative Administrator PTRS User Service Finding, then the Customer's Misuse Allegation Report containing the Negative Administrator PTRS User Service Finding shall be binding on all parties and final and shall not be subject to further appeal or dispute.

{00522950:}

**6.3.4.2.1.3.2 Original
Negative
Administrator PTRS User
Service
Finding in
NUE's
Misuse
Allegation
Findings
Report**

If the NUE's Misuse Allegation Findings Report contained a Negative Administrator PTRS User Service Finding, then the Customer's Misuse Allegation Findings Report shall result in the following:

- (1) if the Customer's Misuse Allegation Findings Report contains an Affirmative Administrator PTRS User Service Finding, then the Affirmative Administrator PTRS User Service Finding shall be binding on all parties and final and shall not be subject to further appeal or dispute;
- (2) if the Customer's Misuse Allegation Findings Report also contains a Negative Administrator PTRS User Service Finding, then the Negative Administrator PTRS User Service Finding shall be binding on all parties and final and shall not be subject to further appeal or dispute.

6.4 Methods and Procedures

6.4.1 NUE M&P

Contractor and Customer shall, within 30 Business Days after the selection of the Initial NUE, jointly and in consultation with the NUE, develop in good faith one or more documents setting for all methods, procedures, and processes for implementing the NUE Process (referred to as the "NUE Process M&P"). The Parties shall develop methods and procedures for the management of

{00522950:}

the modification to the NUE Process M&P. Notwithstanding anything herein to the contrary, the NUE Process M&P shall not conflict with the Agreement, including by way of clarification and not limitation, the User Agreement and this Article 6. No reference to an NUE Process M&P shall be interpreted to require or permit the expansion of the scope of the provision to which the reference pertains. If the Contractor and the Customer cannot agree on any aspect of the NUE Process M&P by the date which is 30 Business Days after the selection of the Initial NUE, then the Parties shall engage in Dispute Resolution Process in accordance with Section 30.1.1 and 30.1.2 in order to make such determination. If the Parties fail to reach agreement after following such dispute resolution process, Customer shall make such determination and Customer shall be bound by the requirements of Section 6.5 below in making such determination.

6.4.2 New User Application M&P

Contractor and Customer shall develop one or more documents setting for all methods, procedures, and processes concerning the Contractor's processing of New User Applications (referred to as the "New User Application M&P"). The Parties shall develop methods and procedures for the management of the modification to the New User Application M&P. Notwithstanding anything herein to the contrary, the New User Application M&P shall not conflict with the Agreement, including by way of clarification and not limitation, the User Agreement and this Article 6. No reference to a New User Application M&P shall be interpreted to require or permit the expansion of the scope of the provision to which the reference pertains. If the Contractor and the Customer cannot agree on any aspect of the New User Application M&P by the date which is thirty Business Days after the selection of the Initial NUE, then the Parties shall engage in Dispute Resolution in accordance with Section 30.1.1 and 30.1.2 in order to make such determination. If the Parties fail to reach agreement after following such dispute resolution process, Customer shall make such determination and Customer shall be bound by the requirements of Section 6.5 below in making such determination.

6.5 Customer's Standard

In exercising its right to make any determination under this Article 6 upon the failure of the Customer and the Contractor to agree within the applicable time period set forth therein, Customer shall be required to make such determination in good faith and shall deliver the result of such determination in writing to Contractor; provided, however, that Customer's right to make

{00522950:}

any such determination shall not in any way result in the modification of any provision in this Agreement or modify the scope of any aspect of the NUE Process.

6.6 Use of Findings Reports

Contractor and Customer may use the content of a Findings Report, including any findings set forth therein, only with respect to the NUE Process or in defense of any actions of Contractor or Customer in a legal or regulatory proceeding, and shall not use Findings Report in any proceeding, whether legal or regulatory in nature other than with respect to the NUE Process, unless otherwise required under legal process or pursuant to a rule, ruling or direction of a regulatory agency. Any submissions to the NUE as part of the NUE Process and the Findings Reports issued hereunder shall be considered Confidential Information under Article 15 of this Agreement.

6.7 New User Application

Contractor shall have the right to revise the New User Application for administrative purposes, so long as such a revision is not to a provision that is required under this Agreement; provided, however, that Contractor shall provide Customer with Written Notice of any such allowable revision; and provided, further, that revisions to those provisions that are required under this Agreement may be made and shall only be effective upon the advance written agreement of Customer and the Contractor, but subject to the New User Application M&P.

6.8 Single NUE Process

Because the Parties intend for the NUE Process to be implemented by Contractor in an efficient manner, and because the NUE Process required to be implemented by this Article 6 is being implemented in all United States regions, the NUE Process shall be implemented, to the fullest extent possible, to provide a centralized NPAC solution, but without in any way implying that the “Regional MSAs” are consolidated or merged in any way, and, further, taking into consideration any differences that may exist on the Effective Date and in the future in the requirements of the NUE Process as implemented in the various regions. Notwithstanding the foregoing, nothing in this Section 6.8 shall limit or restrict the authority, discretion, and right of

{00522950:}

the Customer to alter or amend the NUE Process pursuant to this Agreement, even if it eliminates or diminishes a centralized NPAC solution with respect to the NUE Process.

6.9 Contractor’s Breach of NUE Process Obligations and of PTRS User Agreement

Compliance with this Article 6 shall be reviewed as part of the GEP Audit Plan pursuant to Article 20 and failure to meet GEP Audit requirements shall constitute a “NUE Process Failure” for purposes of the GEP under Section 20.1.1. Additionally, failure to implement, conduct, and adhere to the NUE Process set forth in Article 6 shall constitute a Default under Section 19.5 with a 90 day cure period, notwithstanding anything to the contrary in Section 19.5.

ARTICLE 7 FINAL ACCEPTANCE AND TESTING

7.1 Transition Milestones

The Transition Milestones set forth in Exhibit F represent key tasks required to be completed by the identified due dates in order to achieve Final Acceptance by the Final Acceptance Date. In addition to these Transition Milestones, additional dependencies, including tasks and deliverables of Customer, Neustar, and other stakeholders could ultimately impact achievement of Acceptance of the NPAC/SMS by the Final Acceptance Date. The Final Acceptance Date can only be changed in accordance with Section 19.1.

7.2 Process for Acceptance Testing of the NPAC/SMS and all Services and Ancillary Services

The Contractor shall perform testing of the NPAC/SMS, its Facilities, Software, including NPAC/SMS Software, hardware and software configurations, and all interfaces pursuant to the Transition Milestones attached as Exhibit F. The Contractor will be responsible for all costs associated with providing the appropriate test beds used for Acceptance Testing and the costs incurred by its own staff, including Subcontractors, for the preparation and execution of Acceptance Testing. The Contractor shall not be responsible for cost incurred by Third Parties or Customer (unless otherwise expressly provided in this Agreement) during Acceptance Testing, including but not limited, to Third Party or Customer staff costs, testing circuits

{00522950:}

provisioned to the Contractor's test beds, or costs associated with Third Parties' test systems. Acceptance Testing includes the following two stages: (1) Solution Readiness in accordance with Section 7.3 below, and (2) Region 1 Acceptance, Region 2-7 Acceptance, and Ancillary Services Acceptance in accordance with Section 7.4 below.

The Contractor shall schedule and perform all Acceptance Testing so as not to inhibit the ongoing functionality of the Neustar NPAC/SMS and its interfaces, and shall communicate with Customer and the TOM to coordinate and to accomplish such testing, as necessary. The Contractor shall resolve all Critical Defects and High Defects during Region 1 Acceptance, prior to moving to Go Live Region 2-7 as described in Section 7.4 below. The Contractor shall resolve all Critical Defects and High Defects during Region 2-7 Acceptance prior to Ancillary Services Acceptance as described in Section 7.4.4 below. Medium Defects and Cosmetic Defects will not delay Solution Readiness or Final Acceptance, but Contractor will use its best efforts to correct such Medium Defects and Cosmetic Defects within a mutually agreeable timeframe following Final Acceptance. Final Acceptance shall not excuse or otherwise constitute a waiver of Contractor's obligation to correct Medium Defects and Cosmetic Defects in accordance with Section 13.1. Customer's Final Acceptance is not a waiver of any continuing requirements, obligation, and commitment that the NPAC/SMS must continue to operate in accordance with the Specifications and this Agreement, and that Services and Ancillary Services must be provided in accordance with this Agreement.

7.3 Solution Readiness.

In accordance with Section 7.3.1 below, an Acceptance Test Plan will be used to demonstrate compliance with the Acceptance Test Matrix attached to Exhibit F. Successful completion of all components in the Acceptance Test Matrix will constitute Solution Readiness and allow the processes for Go-Live Region 1, Region 1 Acceptance, Go-Live Region 2-7 and Region 2-7 Acceptance in accordance with Section 7.4 below to begin.

7.3.1 Acceptance Test Plan.

An Acceptance Test Plan will be used to document the testing necessary to demonstrate compliance with the Acceptance Test Matrix attached to Exhibit F and will include those specific test plans referenced in the Acceptance Test Matrix (individually, for such specific acceptance

{00522950:}

test, and collectively, for such complete plan, referred to as the Acceptance Test Plan). Where accepted industry test cases exist (for example, the NPAC/SMS Individual Service Provider Certification and Regression Test Plan and Group Service Provider Certification and Regression Test Plan collectively referred to as I/G SPCRT), they will be used in conducting Acceptance Testing. In cases where test cases do not currently exist or where industry test cases require modification, the Contractor will produce additional test cases for inclusion in the Acceptance Test Plan for review and approval by the Customer on or before the sixtieth (60th) Calendar Day prior to the Transition Milestone “Comprehensive test plans” identified in the Transition Milestones. The Customer, in coordination with the Commission, will review and approve each individual Acceptance Test Plan within fourteen (14) Calendar Days of receipt to ensure that it sufficiently demonstrates compliance with the Specifications defined in the Acceptance Test Matrix (referred to as the Acceptance Test Specifications), and provide either: 1) written approval of the Acceptance Test Plan or 2) a written list of deficiencies in the Acceptance Test Plan, specifically, instances where the Acceptance Test Plan does not sufficiently demonstrate compliance with the Acceptance Test Specifications. In the event either Party disputes the existence of any deficiencies or the specific corrective actions to eliminate the deficiencies in the Acceptance Test Plan, and the Parties are unable to resolve the dispute, the Parties will first seek to resolve the disagreement pursuant to Section 30.1 of the Agreement, on an expedited timeframe of five (5) Calendar Days pursuant to Section 30.1.1 and seven (7) Calendar Days pursuant to Section 30.1.2. If the Parties are still unable to reach agreement, the matter will be referred to the TOM and the TOM will make the final determination. If the TOM is unable to make a determination or either Party disagrees with the determination, then either Party may escalate the issue to the Commission for final resolution. For the avoidance of doubt, the Acceptance Test Plan will not be required to test any capabilities or qualities of the Contractor’s solution that are not included in the Specifications in the Acceptance Test Matrix, as it may be amended from time to time in accordance with the Acceptance Test Plan, and Final Acceptance cannot be denied on the basis of a failure to meet any capabilities or qualities not included in the Specifications in the Acceptance Test Matrix, as it may be amended from time to time in accordance with the Acceptance Test Plan.

The Contractor shall document Acceptance Test results and shall make those results available to the Customer and those Users, PTRS Users, and Ancillary Service Users who request such results. The results shall not be considered Confidential Information of the Contractor. In

{00522950:}

addition, the Contractor shall at all times cooperate with the TOM, subject to the dispute resolution process set forth in the Transition Oversight Plan.

7.3.2 Solution Readiness and Acceptance Test Matrix.

Prior to Solution Readiness, the Contractor will facilitate, along with the TOM, a series of Acceptance Tests of the NPAC/SMS, Services, and Ancillary Services, as defined in the Acceptance Test Plan based on the Acceptance Test Matrix attached to Exhibit F.

7.3.3 Types of Testing.

Acceptance Testing will consist of the following two types of testing: Functional Testing; or Presentation of Results.

Functional Testing will involve the Contractor and other industry participants (Users, PTRS Users, and Ancillary Service Users, as well as Neustar where necessary) as defined in the applicable Acceptance Test Plan as referenced in the Acceptance Criteria column of the Acceptance Test Matrix, in order to validate that the Contractor has provided capabilities that adhere to the those specific Acceptance Test Specifications as referenced in the Specifications column of the Acceptance Test Matrix. Industry participants for the Functional Testing will be defined by the Contractor with the consent of the Customer, and if necessary assistance of the TOM. If the Parties disagree on the industry participants defined by the Contractor and are unable to resolve the dispute, the Parties will first seek to resolve the disagreement pursuant to Section 30.1 of the Agreement, on an expedited timeframe of five (5) Calendar Days pursuant to Section 30.1.1 and seven (7) Calendar Days pursuant to Section 30.1.2. If the Parties are still unable to reach agreement, the matter will be referred to the TOM and the TOM will make the final determination. If the TOM is unable to make a determination or either Party disagrees with the determination, then either Party may escalate the issue to the Commission for final resolution.

The Contractor will report the results of the Functional Testing and substantiation of those results to the Customer, which the Customer may, at their option, confirm with the industry participants, in order to achieve Solution Readiness.

{00522950:}

Presentation of Results will entail the Contractor or other entity designated by the Contractor executing test cases as defined in the applicable Acceptance Test Plan, and providing a written report to the Customer of the results of the testing and the status of meeting the exit criteria as defined and referenced in the Acceptance Test Plan. The Contractor will report the results of the Presentation of Results testing, along with substantiation of those results, to the Customer, and the Customer may, at its option, ask to audit evidence of the testing results, and if such audit is requested, Solution Readiness cannot be achieved until completion of that audit and remediation of any deficiencies. Otherwise, Solution Readiness will be achieved upon successful completion of Functional Testing and Presentation of Results. Customer shall use reasonable efforts to commence and complete the optional testing results audit without delaying achievement of Solution Readiness.

7.4 Region and Final Acceptance

Upon successful completion of the Acceptance Tests documented in the Acceptance Test Matrix attached to Exhibit F, and achievement of Solution Readiness, the process for Go-Live Region 1, Region 1 Acceptance, Go-Live Region 2-7 and Region 2–7 Acceptance can commence.

7.4.1 User Readiness.

User Readiness shall be considered to have been achieved when, with the exception of Users, PTRS Users, and Ancillary Service Users excluded in accordance with the process set forth in Section 7.5, entitled User Readiness Exclusion, all Users, PTRS Users, and Ancillary Service Users have completed the Onboarding Process and where applicable have completed the Continuous Certification Testing Process, as described in Section 7.6, below. The Onboarding Process consists of completing, as applicable, the required User Application, Non-Disclosure Agreement (NDA), User Agreement, Testing Agreement, PTRS User Agreement, Ancillary Services Agreement, Connectivity Testing, and other such documents and processes as may be defined in the Onboarding Process Plan as designed by the Contractor and approved by Customer and communicated on the Contractor’s NPAC Website. The Contractor will produce an Onboarding Process Plan for review and approval by the Customer on or before 30 Calendar Days after the Effective Date. The Customer will review and approve the Onboarding Process Plan within thirty (30) Calendar Days of receipt to ensure that it sufficiently implements timely Onboarding and provide either: 1) written approval of the Onboarding Process Plan or 2) a

{00522950:}

written list of deficiencies in the Onboarding Process Plan, specifically, instances where the Onboarding Process Plan does not sufficiently implement timely Onboarding. In the event either Party disputes the existence of any deficiencies or the specific corrective actions to eliminate the deficiencies in the Onboarding Process Plan, and are unable to resolve the dispute, the Parties will first seek to resolve the disagreement pursuant to Section 30.1 of the Agreement, on an expedited timeframe of five (5) Calendar Days pursuant to Section 30.1.1 and seven (7) Calendar Days pursuant to Section 30.1.2. If the Parties are still unable to reach agreement, the matter will be referred to the TOM and the TOM will make the final determination. If the TOM is unable to make a determination or either Party disagrees with the determination, then either Party may escalate the issue to the Commission for final resolution.

7.4.2 Region 1 Acceptance

The NPAC/SMS, including the provision of all Services, shall be deemed to have been accepted in Region 1 upon completion of the Region 1 Acceptance milestone of the Transition Milestones attached as Exhibit F, there are no outstanding Critical Defects or High Defects, and Users and PTRS Users are actively using the NPAC/SMS for the provision of number portability in Region 1. The Contractor shall resolve all Critical Defects and High Defects during Region 1 Acceptance, prior to moving to Go-Live Region 2-7 as described in Section 7.4.3 below. Medium Defects and Cosmetic Defects will not delay Region 1 Acceptance, but Contractor will use its best efforts to correct such Medium Defects within 30 Calendar Days and Cosmetic Defects within 45 Calendar Days following Actual Final Acceptance and such Actual Final Acceptance shall not excuse or otherwise constitute a waiver of Contractor's obligation to correct Medium Defects and Cosmetic Defects. Customer's Final Acceptance of the NPAC/SMS is not a waiver of any continuing requirement, obligation, and commitment that the NPAC/SMS is operating, and must continue to operate, in accordance with the Specifications and this Agreement and that Services, Ancillary Services, and Additional Services must be provided in accordance with this Agreement.

7.4.3 Region 2-7 Acceptance

The NPAC/SMS, including the provision of all Services, shall be deemed to have been accepted in Region 2-7 upon completion of the Region 2-7 Acceptance milestone of the Transition Milestones attached as Exhibit F, there are no outstanding Critical Defects or High Defects, and

{00522950:}

Users and PTRS Users are actively using the NPAC/SMS for the provision of number portability in the regions covered by Region 2-7 Acceptance. The Contractor shall resolve all Critical Defects and High Defects during Region 2-7 Acceptance so that the NPAC/SMS is operating in accordance with the Specifications. Medium Defects and Cosmetic Defects will not delay Region 2-7 Acceptance, but Contractor will use its best efforts to correct such Medium Defects within 30 Calendar Days and Cosmetic Defects within 45 Calendar Days following Actual Final Acceptance and such Actual Final Acceptance shall not excuse or otherwise constitute a waiver of Contractor’s obligation to correct Medium Defects and Cosmetic Defects. Customer’s Final Acceptance of the NPAC/SMS is not a waiver of any continuing requirement, obligation, and commitment that the NPAC/SMS is operating, and must continue to operate, in accordance with the Specifications and this Agreement and that Services, Ancillary Services, and Additional Services must be provided in accordance with this Agreement.

7.4.4 Ancillary Services Acceptance

Ancillary Services acceptance pursuant to the Transition Milestones attached as Exhibit F (“Ancillary Services Acceptance”) shall be deemed to have been achieved upon completion of the following on or before the Ancillary Services Availability Date as defined below:

- All users of Ancillary Services have been Onboarded in accordance with section 7.4.1 and 7.5
- Contractor is producing and offering WDNC files in accordance with the Specifications and has successfully completed the WDNC Acceptance Test Plan
- Contractor is making available ELEM Service for use in accordance with the Specifications and Contractor has successfully completed the ELEM Acceptance Test Plan
- All users of ELEM Service utilizing the ELEM API have successfully completed testing in accordance with the ELEM Acceptance Test Plan
- Resolution of all Critical Defects and all High Defects in all regions

Contractor may communicate to prospective users of Ancillary Services the date of the availability of the Ancillary Services (“ELEM Service Availability Date” and “WDNC Service Availability Date”, respectively, and collectively “Ancillary Services Availability Date”) in

{00522950:}

advance of the Final Acceptance Date in consultation with the TOM. In the event that Critical Defects and High Defects in any of the regions are unresolved as of either the ELEM Service Availability Date and/or the WDNC Service Availability Date, the Ancillary Services Availability Date will be postponed until the Critical Defects and High Defects in all regions are resolved, and the postponement will be communicated to prospective users of Ancillary Services

7.4.5 Final Acceptance

The NPAC/SMS, including the provision of all Services and Ancillary Services, shall be deemed to have been accepted in all regions, (“Final Acceptance”) upon completion of all Transition Milestones set forth in the Transition Milestones attached hereto as Exhibit F as documented by the TOM, without Critical Defects or High Defects. Medium Defects and Cosmetic Defects will not delay Final Acceptance, but Contractor will correct such Medium Defects within 30 Calendar Days and Cosmetic Defects within 45 Calendar Days following Actual Final Acceptance and such Actual Final Acceptance shall not excuse or otherwise constitute a waiver of Contractor’s obligation to correct Medium Defects and Cosmetic Defects. Customer’s Final Acceptance of the NPAC/SMS is not a waiver of any continuing requirement, obligation, and commitment that the NPAC/SMS is operating, and must continue to operate, in accordance with the Specifications and this Agreement and that Services and Ancillary Services must be provided in accordance with this Agreement.

7.5 User Readiness Exclusions

Contractor will use its best efforts to compile a complete list of all existing customers (Customer List) of the Neustar NPAC/SMS and Ancillary Services, including all categories of Users who receive any type of report, file or Service or Ancillary Service, access to the Neustar NPAC/SMS or Ancillary Services, or invoices from Neustar. On the basis of that Customer List, and on a monthly basis after Onboarding starts, Contractor will provide a report (Onboarding Status Report) to the Customer and to the TOM summarizing the status of all Users, PTRS Users, and Ancillary Service Users with regard to their progression through the Onboarding Process, which report shall include:

- Users, PTRS Users, and Ancillary Service Users that could not be contacted or have not responded to attempts at contact by Contractor (referred to as Non Responsive);

{00522950:}

- Users, PTRS Users, and Ancillary Service Users that have not started or completed the Onboarding Process and/or connectivity process (if applicable for such Users) (referenced to as Not Onboarded); and
- Users, PTRS Users, and Ancillary Service Users that have completed the Onboarding Process and connectivity process (if applicable for such Users) (Fully Onboarded)

Contractor will not be responsible for contacting, onboarding or transitioning to the NPAC/SMS any Third Party not identified to them in the Customer List, unless otherwise discovered by Contractor or provided by Customer or a Third Party.

By a date specified by the TOM, such date to be before the planned Region 1 Go-Live Date, Contractor shall provide to the Customer a list that identifies all Users, PTRS Users and Ancillary Service Users that are not Fully Onboarded, which specifies the number of contact attempts and status of what is necessary to make all identified Users, PTRS Users and Ancillary Service Users Fully Onboarded. Customer may in its discretion deliver the list or a summary of the list to the Commission to request the Commission's assistance to make all identified Users, PTRS Users and Ancillary Service Users Fully Onboarded.

When the Contractor has made all Commercially Reasonable Efforts and has taken all action directed by the Commission to make all identified Users, PTRS Users and Ancillary Service Users Fully Onboarded, the Region will be deemed to have achieved User Readiness for the purposes of Go-Live Region 1 or Go-Live Region 2-7.

Unless otherwise allowed by the Onboarding Process Plan or otherwise recommended by the TOM or directed by the Commission, only Users and PTRS Users that are Fully Onboarded by the fourteenth (14th) Calendar Day before the Go-Live Region 1 milestone or Go-Live Region 2-7 milestone, respectively, will have access to all applicable NPAC/SMS resources or services. Notwithstanding the above, the Go-Live event will proceed by Contractor migrating all porting and related configuration data for all SPIDs that exist in the Neustar NPAC/SMS, as of such date.

{00522950:}

7.6 Continuing Certification Testing Process

All Users and PTRS Users employing the mechanized SOA or LSMS interface must complete certification by completing the most recent version of the I/G SPCRT, which will be facilitated and coordinated by the Contractor in accordance with the Acceptance Test Matrix and the Transition Milestones.

Prior to commencing I/G SPCRT for any User or PTRS User employing the mechanized SOA or LSMS interface and prior to providing Services to a User or PTRS User, each User or PTRS User must: (1) have a Certified System (as defined in the NPAC/SMS User Agreement and the PTRS User Agreement, the forms of which are attached hereto as Exhibit J-1 and Exhibit J-2, respectively) as such may be amended upon approval of the Customer (2) have completed the Onboarding process, and (3) have completed Connectivity Testing, whereby the Contractor certifies that the User or PTRS User has a working communications link(s) between the User's or PTRS User's SOA or LSMS test system and the Contractor's NPAC/SMS test system.

Users and PTRS Users utilizing the LTI GUI or Help Desk only, do not have to complete the I/G SPCRT process or have completed Connectivity Testing.

7.7 Permanent Test Beds

On the Region 1 Acceptance, Contractor, at its sole expense, shall provide the first of two Permanent Test Beds set forth in 3.2.2.7, in accordance with the Specifications and initially satisfying Section 6.6 of Exhibit A - Request for Proposal and set forth at Section 6.6 of Exhibit D - Response to RFP. Within 60 Calendar Days after the Actual Final Acceptance Date, Contractor, at its sole expense, shall provide the second of two Permanent Test Beds set forth in 3.2.2.7, in accordance with the Specifications and initially satisfying Section 6.6 of Exhibit A - Request for Proposal and set forth at Section 6.6 of Exhibit D - Response to RFP.

The Permanent Test Beds shall be provided on the dates set forth above, free of Critical Defects and High Defects, and if any Critical Defects or High Defects exist on any such respective date, the respective test bed shall not be considered to be provided. Thereafter, all Test Bed Defects must be corrected in the same time frames as required in Section 25.3, excluding the requirements of Article 13, for the NPAC/SMS Data Centers.

{00522950:}

ARTICLE 8 QUALITY AND SERVICE LEVEL REQUIREMENTS

8.1 Quality Commitment Generally

Contractor shall provide high-quality service and support to Users and PTRS Users and users of other Ancillary Services as specified in this Agreement and as modified through the “Benchmarking” process set forth in Article 11 herein.

The Contractor will report appropriately in accordance with Section 8.3, promote an effective quality assurance process consistent with the provisions of Exhibit D - Response to RFP, and confirm User satisfaction through the survey process set forth in Section 17.4.

Contractor shall retain a competent and experienced staff and ensure that each staff member is aware of, committed to, and actively involved in total quality improvement. Each NPAC/SMS staff member shall be personally responsible to Contractor for the quality of his or her work. The NPAC/SMS quality manager and functional managers will ensure that sufficient resources are committed to this effort. Contractor agrees that it will comply with Customer’s reasonable requests for the additional collection and reporting of specific quality data that Customer needs to measure Services and Deliverables against Customer quality objectives. Any such request for additional collection and reporting will be accomplished through the Statement of Work process. Contractor will apply its quality standards to all Statements of Work.

8.2 Provision of NPAC/SMS at Specified Service Level Requirements

Contractor shall provide the NPAC/SMS and the Services and Ancillary Services at all times in accordance with the Specifications and at or above the Service Level Requirements set forth in Exhibit G, attached hereto and made a part hereof, and in a manner such that each respective User and PTRS User receives the applicable Services at the same Service Level Requirements and each Ancillary User receives the applicable Ancillary Service at the same Service Level Requirements. Customer shall have the applicable remedies set forth in this Agreement for any failure by Contractor to provide the NPAC/SMS, the Services, and the Ancillary Services at all times in accordance with the Specifications and at or above the Service Level Requirements, and Users, PTRS Users, and Ancillary Users shall have such recourse and remedies as are set forth in

{00522950:}

the NPAC/SMS User Agreement and the PTRS User Agreement and the respective Ancillary Services Agreements.

Either Customer or Contractor may, at any time, initiate discussions to review any Service Level Requirements. If Customer and Contractor agree on an adjustment to the Service Level Requirements, the Parties shall amend the Service Level Requirements in Exhibit G accordingly. If any such adjustment to the Service Level Requirements would also involve or necessitate a change to or modification of the NPAC/SMS, Contractor shall propose a Statement of Work in accordance with Article 16, which shall be agreed to and performed in accordance with the provisions of Section 16.4, and any amendment to the Service Level Requirements agreed to by the Parties shall take effect upon the completion and acceptance of the work subject to any such Statement of Work. The foregoing shall not in any way limit or alter the operating of Article 16.

8.3 Monitoring and Reporting – Preparation and Issuance of Reports

8.3.1 Types of Reports

Contractor will monitor its compliance with the Specifications and the Service Level Requirements hereunder and certain other aspects of the NPAC/SMS and its performance and functionality and self-report on any deficiencies or other circumstances regarding the operation of the NPAC/SMS, pursuant to specific reports to be issued by Contractor to various recipients, including the Customer, Users, PTRS Users, Ancillary Service Users, and the Commission, as specified in Exhibit H (“Reports”). Reports may either be “Standard Reports,” where the form and content of such Reports are pre-established pursuant to Section 8.3.2 below, or “Ad Hoc Reports,” where the form and content are customized as requested by the requesting Customer, User, PTRS User, Ancillary Service User, or the Commission. Reports delivered or made available to a User shall be referred to as “User Reports”; Reports delivered or made available to a PTRS User shall be referred to as “PTRS User Reports”; Reports delivered or made available to the Customer shall be referred to as “Customer Reports”; and Reports delivered or made available to the Commission shall be referred to as “Commission Reports.” A Report delivered or made available on a recurring and regular basis shall be referred to as a “Periodic Report,” whether such specific Standard Report is a Customer Report, a User Report, a PTRS User Report, an Ancillary Service User Report, or a Commission Report. The names, descriptions, frequency, and content of Standard Reports that are User Reports, PTRS User Reports, Customer

{00522950:}

Reports, or Commission Reports are listed on Exhibit H attached hereto and made a part hereof. The preparation and delivery of User Reports, including Standard Reports and Ad Hoc Reports, will be charged in accordance with Attachment 1 to Exhibit E, attached hereto and made a part hereof. The preparation and delivery of PTRS User Reports, including Standard Reports and Ad Hoc Reports, will be charged in accordance with Attachment 2 to Exhibit E, attached hereto and made a part hereof. The preparation and delivery of Customer Reports and Commission Reports, including Standard Reports and Ad Hoc Reports, shall be at no charge to the Customer or to the Commission or, on written request, other Designated Federal Agencies. Contractor expressly understands, acknowledges, and agrees that the preparation and delivery of all Reports, including both Standard Reports and Ad Hoc Reports requested by and delivered to the Customer, or to the Commission or, on written request, other Designated Federal Agencies shall be at no additional charge to Customer or Users and shall be borne by the Contractor. Ancillary Services Reports requested and provided to Ancillary Service Users, including Standard Reports and Ad Hoc Reports, will be charged to Ancillary Users in accordance with the respective WDNC Service Agreement or ELEP Service Agreement.

8.3.2 Design of Standard Reports

The Project Executives will agree upon the specific form of all Standard Reports that are User Reports, PTRS User Reports, Customer Reports, or Commission Reports, but not Ancillary Services Reports, within sixty (60) Calendar Days of the Effective Date unless otherwise agreed to between the Customer Project Executive and Contractor Project Executive; provided, however, that each Standard Report shall (i) have an executive summary and a glossary of defined terms, (ii) present monthly, quarterly and year-to-date cumulative data (including comparisons with similar data from the immediately prior year, if applicable) where appropriate, (iii) make use of tables, graphs and other similar methods of presenting the information and statistics contained therein, and (iv) also have such narrative analysis and summaries as Customer and Contractor feel would aid the understanding of the data presented in statistical, tabular and graphical form. The Reports, and the systems and procedures for requesting and creating them, shall meet the functionality requirements of Exhibit B - NANC NPAC/SMS Functional Requirements Specifications and, if the Parties determined that it is necessary, an M&P Document prepared and approved in accordance with Section 14.1. To the extent that any Standard Reports have been requested by and will be delivered to the Commission or other

{00522950:}

Designated Federal Agencies, the Contractor shall solicit the involvement of the Commission or other such Designated Federal Agencies. In the event Contractor Project Executive and Customer Project Executive fail to agree at any time upon any aspect of the form of a Standard Report, Contractor and Customer will follow the Dispute Resolution Process set forth in Section 30.1 to make the final determination. In exercising the Dispute Resolution Process, the Parties agree to work in good faith to resolve any such disputes.

8.3.3 Delivery and Access to Reports

[REDACTED]

[REDACTED]

{00522950:}

8.3.4 Dashboard

[REDACTED]

ARTICLE 9 NPAC/SMS DATA CENTERS AND SECURITY.

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

9.1 Procurement; Full Redundancy and Synchronous Replication; Staffing Responsibilities; Location Changes

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

9.2 Location within Continental United States

[REDACTED]

9.3 See Exhibit R-1

9.4 See Exhibit R-1

9.5 See Exhibit R-1

9.6 See Exhibit R-1

9.7 [REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

9.8 Inspection Rights

[REDACTED]

{00522950:}

[REDACTED]

ARTICLE 10 TRAINING AND SUPPORT

10.1 Training

Contractor shall develop and provide comprehensive training courses for User and Ancillary Service User personnel consistent with the requirements of Section 6.2 of Exhibit A - Request for Proposal [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

10.2 Web Domain and Dashboard

Contractor will provide and administer a secure, password protected web domain and dashboard satisfying the requirements REQ 1, REQ 2 and REQ 3 of Section 6.8 of Exhibit A - Request for Proposal and Section 12.1 of the TRD in Exhibit D, Contractor Response to RFP, attached hereto and made a part hereof, [REDACTED]

[REDACTED] If the Parties cannot agree on the requirements for the secure, password protected web domain, Customer and Contractor will follow the Dispute Resolution Process set forth in Section 30.1 to make the final determination. In exercising the Dispute Resolution Process, the Parties agree to work in good faith to resolve any such disputes.

10.3 IVR

Contractor will provide and administer a secure IVR satisfying the requirements of REQ 1 through REQ 9 of Section 6.9 of Exhibit A - Request for Proposal and Section 12.1 of the TRD in Exhibit D, Contractor Response to RFP, attached hereto and made a part hereof, [REDACTED] including the requirement that the IVR cannot be exploited to learn the content of any queries associated with ELEP Services. Any User from any region can use the NPAC/SMS IVR to access the User Data available

{00522950:}

pursuant to the NPAC/SMS IVR in any region. If the Parties cannot agree on the requirements for the IVR, Customer and Contractor will follow the Dispute Resolution Process set forth in Section 30.1 to make the final determination. In exercising the Dispute Resolution Process, the Parties agree to work in good faith to resolve any such disputes.

10.4 HelpDesk Service

10.4.1 Minimum Requirements Generally

Contractor will provide and administer a HelpDesk Service that satisfies the minimum requirements of Section 6.5 of Exhibit A - Request for Proposal and Section 12.1 of the TRD in Exhibit D, Contractor Response to RFP, [REDACTED]

[REDACTED]

10.4.2 HelpDesk Service

Contractor shall provide a “HelpDesk Service” to Users and PTRS Users to (i) help Users and PTRS Users in answering routine questions and resolving problems with respect to use of the NPAC/SMS and (ii) enable Users or PTRS Users to report any Defect in the NPAC/SMS or any failure of the NPAC/SMS to perform in accordance with the Specifications, which Defects and/or failures shall be responded to by Contractor in accordance with the Problem Resolution process set forth in Article 13. [REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

10.4.3 HelpDesk M&P

Contractor shall prepare, issue, and implement a Methods and Procedures Document expressly dealing with the HelpDesk Service (the “HelpDesk M&P Document”). If the Contractor and the Customer cannot agree on any aspect of the Help Desk M&P Document after seven (7) Calendar Days, then the Parties shall engage in Dispute Resolution in accordance with Section 30.1.1 and 30.1.2 in order to make such determination. If the Parties fail to reach agreement after following such dispute resolution process, Customer shall make such determination and Customer shall be bound by the requirements below in making such determination.

In exercising the power to make any determination to approve updates to the HelpDesk M&P Document proposed by Contractor, Customer shall be required to make such determination in good faith. In addition, for purposes of such determination, Customer shall be presumed to have approved each proposed update to the HelpDesk M&P Document unless on or before the 7th Calendar Day following delivery by Contractor of the proposed update to the HelpDesk M&P Document, Customer has (i) delivered to Contractor written notification of non-approval and (ii) specified the proposed revisions required by Customer.

10.5 Notification of Additional Services, Enhancements and Modifications

Contractor shall provide written notification to all Users and Ancillary Service Users on a monthly basis of any proposed Additional Services, Enhancements, Custom Enhancements, and/or Maintenance Modifications to the NPAC/SMS. In addition to the above notification requirement, Contractor may also post notice of any proposed Additional Services, Enhancements, Custom Enhancements, and/or Maintenance Modifications to the NPAC/SMS on an Electronic Bulletin Board on the website.

{00522950:}

ARTICLE 11 BENCHMARKING

11.1 Benchmark Overview

Within one hundred eighty (180) Business Days after the Actual Final Acceptance Date, Customer and Contractor shall establish the objective measurement and comparison process, including the scope and the frequency, utilizing as the baselines the Specifications, the Service Level Requirements established set forth in Exhibit G - Service Level Requirements, and the Covenants and Agreements of the Contractor set forth in Section 3.2, as the same may be amended from time to time (“Benchmarking” or the “Benchmarking Process”) in order to ensure that Contractor provides Customer and Users with technology and service level standards equal to or greater than other organizations providing similar services, and at a fair and competitive price. The Benchmarking under this Article 11 is not the same as the Benchmarking performed pursuant to the GEP, and shall be in addition to the Benchmarking performed pursuant to the GEP.

11.2 Benchmarker

Each comparison measurement of the Benchmarking Process (the “Benchmark”) shall be conducted by a person (the “Benchmarked”) who is either: (a) an employee or employees of Contractor; or (b) at Customer’s option, a Third Party selected by Customer, but paid by Contractor, provided that (i) neither such Third Party nor any of its affiliates competes or intends to compete, directly or indirectly, with Contractor for the provision of NPAC/SMS in the Region or in any other Region and (ii) such Third Party signs an appropriate confidentiality agreement with Customer and Contractor regarding the Confidential Information, substantially in accordance with the provisions of Article 18 hereof.

11.3 Benchmarking Frequency

The Benchmarker shall conduct the Benchmarking Process annually or at such other frequency as may be mutually agreed upon by the Parties. Customer and Contractor shall agree upon the period during which the Benchmarking Process shall be conducted; provide, however, that if Customer and Contractor cannot agree within one hundred eighty (180) Business Days after the Actual Final Acceptance Date, Customer and Contractor will follow the Dispute Resolution

{00522950:}

Process set forth in Section 30.1 to make the final determination. In exercising the Dispute Resolution Process, the Parties agree to work in good faith to resolve any such disputes.

11.4 Benchmark Information

Customer and Contractor shall jointly determine the objective Third Party information that will be required to conduct or support the Benchmark (the “Benchmark Information”). Customer and Contractor shall:

11.4.1 review the Benchmark Information; and

11.4.2 schedule one or more meetings to address any issues either Party may have with the Benchmark Information.

Contractor shall provide the Benchmark Information (including information relating to other similar number portability like services, if available) at no additional cost or charge to Customer.

11.5 Benchmarking Results

Within 30 Business Days after the completion of the Benchmarking Process, the Benchmarker shall produce a written report of the results thereof, including deficiencies and recommended corrective action, together with supporting schedules and documentation (such report, the “Benchmarking Results”), and shall deliver the Benchmarking Results to the Project Executives for Customer and Contractor. If Customer and Contractor agree, after reviewing the Benchmarking Results, that adjustments to the Service Level Requirements are necessary or appropriate, the Parties shall amend the Service Level Requirements accordingly. If any such adjustment to the Service Level Requirements would also involve or necessitate a change to or modification of the NPAC/SMS, Contractor shall propose a Statement of Work in accordance with Article 16, which shall be agreed to and performed in accordance with the provisions of Section 16.4, and any amendment to the Service Level Requirements agreed to by the Parties shall take effect upon the completion and acceptance of the work subject to any such Statement of Work. In the event either Party disputes the Benchmarking Results or whether adjustments are necessary or appropriate, Customer and Contractor will follow the Dispute Resolution

{00522950:}

Process set forth in Section 30.1 to make the final determination. In exercising the Dispute Resolution Process, the Parties agree to work in good faith to resolve any such disputes.

11.6 Good Faith Standard

Customer and the Contractor agree to work together within the applicable time period set forth in this Article 11 and Article 30.1 to resolve any disputes, and agree to work in good faith to deliver the resolution to any such dispute(s).

ARTICLE 12 OWNERSHIP, LICENSING, AND PROTECTION OF INTELLECTUAL PROPERTY

12.1 Ownership of Intellectual Property

Each Party agrees that except for the licenses granted as expressly provided in Section 12.2 below, neither Party shall acquire any right, title, or interest in or to the other Party's Intellectual Property including all pre-existing Intellectual Property, Independently Created Intellectual Property, or Improvements.

12.2 Grant of License on All Intellectual Property

12.2.1 Intellectual Property Licenses Grant to Customer

12.2.1.1 Documentation License

[REDACTED]

{00522950:}

[REDACTED]

12.2.1.2 Software License

[REDACTED]

{00522950:}

[REDACTED]

12.2.2 Intellectual Property License Grant to Contractor

Subject to the terms and conditions of this Agreement, Customer hereby grants to Contractor a perpetual, non-exclusive, royalty-free license under any Customer's Intellectual Property disclosed or provided to the Contractor by the Customer or any of its members for inclusion in or necessary for the operation or use of the NPAC/SMS Software.

12.3 Software Escrow

12.3.1 Deposit Requirement

[REDACTED]

{00522950:}

[REDACTED]

12.3.2 Inclusion in GEP and Default

[REDACTED]

12.3.3 Limited Verification Right

























[REDACTED]

{00522950:}

[REDACTED]

ARTICLE 13 PROBLEM RESOLUTION

13.1 Problem Correction

<p>   </p>	<p>  </p>	<p>    </p>	<p>             </p>	<p>     </p>	<p>   </p>
--	--	--	--	---	--

{00522950:}

153

	<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>		
<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

13.2 Root Cause Analysis and Reports

[REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

{00522950:}

Page 10 of 10

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

[illegible]

[REDACTED]
 [REDACTED]
 [REDACTED]

Page 10 of 10

1. **Identify the problem.** The problem is that the company is not meeting its sales targets.

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

[illegible]

{00522950:}

[REDACTED]

[REDACTED]

13.3 Problem Escalation and Substantiation.

13.3.1 Timeframes and Hierarchy for Escalation

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

13.3.2 Substantiation of Escalation.

Escalation in accordance with the above summarized schedule and hierarchy will be documented and substantiated by delivery of electronic mail communications showing both a date and time stamp, with a hard-copy of such electronic mail communications printed and stored by Contractor during the entire Term of the Agreement, for later retrieval and review.

13.4 Detection Defined.

[REDACTED]

ARTICLE 14 PROJECT STAFF

14.1 Project Executives and Oversight

Each Party shall appoint at least one individual who, from the Effective Date of this Agreement, shall serve as the primary contact for that Party with the other Party (the “Contractor Project Executives” and the “Customer Project Executives,” as applicable). The initial Contractor Project Executive and Customer Project Executives are identified in Exhibit I - Key Personnel. Unless otherwise expressly provide in a Written Notice, if more than one individual is acting as either the Contractor Project Executive or Customer Project Executive, the action of any single individual so acting shall be sufficient to constitute the action of all such individuals then action.

The Contractor Project Executives and Customer Project Executives shall be responsible after the Effective Date for coordinating activities necessary for Final Acceptance of the NPAC/SMS pursuant to the Transition Milestones and thereafter for the day to day resolution of issues and

{00522950:}

problems concerning operation of the NPAC/SMS, including but not limited to cooperating and working with the TOM. Customer agrees that, unless Contractor is otherwise notified by Customer or as otherwise expressly set forth in this Agreement, Customer's Project Executives have the authority to act on behalf of Customer for all purposes under this Agreement (including without limitation, all consent, approval and delivery requirements), such that Contractor shall (i) require action from, and shall be entitled to rely upon actions taken by, Customer's Project Executives in all circumstances where action is required of Customer under this Agreement (e.g., consents, approvals, etc.) and (ii) satisfy all its requirements of delivery of items to Customer under this Agreement (including, without limitation, consents, approvals, notices, the NPAC/SMS, Deliverables and other items referred to on Exhibit F – Transition Milestones) if Contractor makes delivery of such items to Customer's Project Executive (involving open only the determination of whether any such delivery was made to Customer's Project Executive on or prior to the required delivery date). Notwithstanding the above, Customer's Project Executive is not authorized to modify or amend the terms of this Agreement.

Within 30 Calendar Days after the Effective Date of this Agreement, the Contractor Project Executive and Customer Project Executive shall meet to discuss issues concerning Project execution, including, but not limited to:

{00522950:}

- (a) determining location and frequency of meetings;
- (b) establishing protocols for working with the TOM and resolving disputes with respect to the TOM;
- (c) establishing appropriate committees;
- (d) resolving contract issues between the Parties;
- (e) managing the Project schedule and any changes;
- (f) generally overseeing the performance of this Agreement; and
- (g) providing overall direction for the Project.

Based upon their review of these issues, Contractor Project Executive and Customer Project Executive shall establish, as they deem necessary, appropriate written policies and procedures, including M&Ps, for the management of the Project and implementation of the terms of this Agreement. In the event Contractor Project Executive and Customer Project Executive fail to agree at any time upon such policies and procedures, including M&Ps, the Customer and Contractor will follow the Dispute Resolution Process set forth in Section 30.1 to resolve the dispute. In exercising the Dispute Resolution Process, the Parties agree to work in good faith to resolve any such disputes. Such policies and procedures, including M&Ps, shall be incorporated and shall become a part of this Agreement.

Contractor shall use its best efforts to ensure that its Project Executive (initial and replacement) serves for a minimum of one year, and Customer shall use its best efforts to ensure that there is some level of continuity of service by its Project Executive (initial and replacement).

Contractor's appointment of any Contractor Project Executive shall be subject to Customer's consent, such consent not to be unreasonably withheld. The Contractor Project Executive may also serve as Contractor's Project Manager for Projects calling for the appointment of additional Project Managers as needed.

{00522950:}

14.2 Project Management

For Projects related to Additional Services or any other Project where Project Managers will facilitate completion of the Project, Contractor and Customer shall each designate a Project Manager who shall act as the primary interface between the Parties with respect to the furnishing of such Additional Services in the applicable Statement of Work. The Parties' respective Project Managers shall be responsible for insuring the continuity of communications between the Parties as the Project proceeds. Each Project Manager shall designate an authorized representative to act in his or her absence.

Each month or at such other intervals as may be mutually agreed to, there shall be a meeting to discuss the progress of the Project. At such meetings the Contractor's Project Manager shall present a written report to Customer's Project Manager with respect to Project status and progress. Contractor's Project Manager shall also be responsible for (1) producing and verifying the delivery schedule for all new Projects; (2) coordinating logistics and delivery of all Deliverables; and (3) conducting project quality review meetings as necessary.

14.3 Conduct of Personnel

While at the locations of Contractor and Customer, Contractor's and Customer's personnel, contractors and subcontractors (collectively "Personnel") shall (i) comply with host company's requests, rules and regulations regarding personal and professional conduct generally applicable to such locations, and safety and physical security procedures applicable to such locations; provided that, such persons are made aware of such requests, rules, regulations and procedures sufficiently in advance in order to have time to comply; and (ii) otherwise conduct themselves in a businesslike and professional manner.

In the event that Customer or Contractor, as the case may be, determines in good faith that a particular employee or subcontractor of the other is not conducting himself or herself properly under this Section 14.3, either Party may provide the other Party with Written Notice and documentation in respect of such conduct. Upon receipt of such Written Notice, the other Party shall promptly investigate the matter and take appropriate action which may include (i) removing the non-compliant person from the Project staff, (ii) providing the other Party with prompt

{00522950:}

Written Notice of such removal, and (iii) replacing the non-compliant person with a similarly qualified individual.

Neither Party nor any User shall require waivers or releases of any personal rights from representatives of the other in connection with visits to its premises and both Parties agree that no such releases or waivers shall be pleaded by them or third persons in any action or proceeding.

14.4 LEFT BLANK

14.5 Business Continuity Plan

14.5.1 Requirements

Contractor shall maintain and enforce at the NPAC/SMS Data Centers and other locations of the Contractor providing services or Facilities in connection with the NPAC/SMS a business continuity plan that conform to the requirements of Section 4.3 Exhibit A - Request for Proposal and the procedures set forth at Section 4.3 of Exhibit D - Response to RFP, and the Selection Order (collectively, the “Business Continuity Plan”) and includes exercises to test the sufficiency of its Business Continuity Plan. Contractor shall develop, implement, maintain and annually test the Business Continuity Plan in accordance with this Section 14.5. The Business Continuity Plan shall address both operational and managerial processes and procedures and shall describe in reasonable detail how Contractor will continue to provide Services and Ancillary Services in the event of the occurrence of one or more catastrophic events and what will be tested to validate the managerial processes and procedures implemented by Contractor.

[REDACTED]

{00522950:}

[REDACTED]

14.5.2 Annual Business Continuity Plan Exercise

[REDACTED]

ARTICLE 15 DISASTER RECOVERY

15.1 Contractor's Responsibility for Disaster Recovery

As part of the NPAC/SMS, Contractor shall be responsible for providing disaster recovery arrangements consistent with the disaster recovery and back-up processes specified in the Specifications, Exhibit G - Service Level Requirements, the requirements of Section 3.6.14 of Exhibit A- TRD and the procedures set forth Section 12.1 of the TRD of Exhibit D – Contractor

{00522950:}

Response to RFP, and in accordance with the Selection Order (collectively, the “Disaster Recovery Requirements”). In the event of a disaster, Contractor shall not increase its charges under this Agreement or charge Users or Ancillary Users, or Customer any amounts in addition to the charges payable under this Agreement pursuant to Article 5.

15.2 Disaster Recovery Plan

In accordance with the Acceptance Test Matrix as set forth in the Transition Milestones in Exhibit F, Contractor shall provide Customer and the Commission with a disaster recovery plan that shall include back-up plans for the NPAC/SMS Production Computer System site and the NPAC/SMS Disaster Recovery Computer System site, satisfying all the Disaster Recovery Requirements, which plans are subject to Customer’s approval (the “NPAC/SMS Disaster Recovery Plan”) and exercises to test the sufficiency of its NPAC/SMS Disaster Recovery Plans at all NPAC/SMS Data Centers, such approval not to be unreasonably withheld. The NPAC/SMS Disaster Recovery Plan shall address both operational and managerial processes and procedures, including back-up and restoration procedures, and shall be a complete, stand- alone documents. The plan shall describe in reasonable detail how Contractor will perform testing, and what will be tested, to validate the managerial processes and procedures implemented by Contractor.

[REDACTED]

{00522950:}

15.3 NPAC/SMS Disaster Recovery Plan Exercises

[REDACTED]

15.4 Implementing Switch to Disaster Recovery Site; Restoration

[REDACTED]

{00522950:}

[REDACTED]

15.5 Synchronous Replication

[REDACTED]

[REDACTED]

15.6 Unavailability of NPAC/SMS Data Centers

15.6.1 Requirement to Invoke NPAC/SMS Disaster Recovery Plans

[REDACTED]

{00522950:}

15.6.2 Unavailability of Both NPAC/SMS Data Centers

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

15.6.3 Permanent Loss of NPAC/SMS Data Centers

15.6.3.1 Loss of Primary Data Center

[REDACTED]

{00522950:}

[REDACTED]

15.6.3.2 Loss of Alternate Data Center

[REDACTED]

15.6.3.3 Customer’s Continuing Right to Give a Notice of Termination

[REDACTED]

{00522950:}

[REDACTED]

15.7 Allocation of Resources for Disaster Recovery or Force Majeure

[REDACTED]

{00522950:}

ARTICLE 16 ADDITIONAL SERVICES

16.1 Requested by Customer

During the Term of this Agreement, as a result of (1) Commission request or mandate, (2) legislative enactment, (3) NANC or other change orders developed, approved, and recommended by the LNPA-Working Group, or (4) generated directly from the Customer, Customer may request that Contractor make certain changes, including Enhancements, or other modifications in the Services provided under this Agreement (“Included Additional Services”). [REDACTED]

[REDACTED]

[REDACTED]

16.2 Proposed by any User(s)

During the Term of this Agreement, any User or user of Ancillary Services may propose user specific Custom Enhancements or change orders or Ancillary Services Enhancements. Ancillary Service Enhancements are changes, modifications, alternations, or enhancements to the Ancillary

{00522950:}

Services or to one of the Ancillary Services that only affect the Ancillary Services available to users of Ancillary Services and has no effect on the Services. [REDACTED]

[REDACTED]

16.3 Proposed by Contractor

During the term of this Agreement, Contractor may propose Additional Services to Customer, including without limitation Enhancements developed by Contractor arising out of its own research and development or in connection with a request for services from another customer of Contractor (collectively referred to as “Contractor Enhancements”). [REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

16.4 Statement of Work

Each proposed Statement of Work submitted by the Contractor pursuant to this Article 16 shall be specifically identified as a Statement of Work relating to this Agreement, and shall set forth at least the following:

- (a) Description of the work to be performed by Contractor, with reference to the Specifications for the Additional Services or Enhancements, if any;
- (b) Identification of any Enhancements as a Custom Enhancement, Ancillary Services Enhancement, or a Contractor Enhancement, if applicable;
- (c) Delivery schedule and project plan for performance and completion of the work and initiation of the Additional Services, including milestones and delivery dates for all Deliverables, where appropriate;
- (d) Completion and acceptance criteria (including testing procedures and schedules and quality standards);
- (e) Designation of the names and addresses of the Project Managers of each Party and resume material concerning other key personnel provided by Contractor; and
- (f) Identification of any impact on Service Level Requirements and other obligations and covenants of the Contractor under this Agreement.

Upon receipt of Contractor's proposal under this Article 16, Customer (or a User in the case of Section 16.2) will review the Statement of Work and may request changes and modifications. Contractor will then prepare a final Statement of Work containing the provisions agreed upon by both Parties. With respect to Section 16.1 and 16.3 Statements of Work, if the Parties cannot agree upon the terms of a final Statement of Work, the Parties shall follow the Dispute

{00522950:}

Resolution Process set forth in Section 30.1.1 and Section 30.1.2. The Parties agree to work in good faith to resolve any such disputes. If the Parties are still unable to reach agreement, the matter will be referred to the Commission for final determination. With Respect to Section 16.2 Statements of Work, if the Parties cannot mutually agree to the terms of a Statement of Work the requested or proposed Additional Services (including, without limitation, any Enhancement) will not become a part of the NPAC/SMS or the NPAC/SMS Software.

Upon Customer's acceptance of the final Statement of Work, the Statement of Work shall be executed by both Parties. Each Statement of Work shall incorporate and be subject to the terms and conditions of this Agreement. In the event of any inconsistency between the terms and conditions of a Statement of Work and those in the Agreement, the Statement of Work shall govern.

If a Statement of Work is never finalized between the Parties, the requested or proposed Additional Services (including, without limitation, any Enhancement) will not become a part of the NPAC/SMS or the NPAC/SMS Software.

16.5 Staffing

Contractor shall use its best efforts to ensure that the key individuals assigned to perform such Additional Services under any Statement of Work will continue to be assigned to and perform services for the engagement during the entire Project related thereto.

With respect to 16.1 and 16.3 Statements of Work, if Customer, within 30 Calendar Days after commencement of work on a Project by a key individual designated by Contractor, determines that said individual does not demonstrate the training or skills to perform the services in a satisfactory fashion or is not performing the services in a professional, effective and efficient manner, Customer shall notify Contractor in writing detailing its objections. Contractor's and Customer's Project Managers (or, if the key individual under discussion is the Project Manager, other representatives of Contractor and Customer) shall meet to resolve Customer's objections. If so agreed after said meeting, Contractor shall replace such individual and/or add one or more additional key individuals with appropriate training and skills, and shall agree on any changes to the Project Plan necessitated by the staffing changes.

{00522950:}

If any person performing services under a Statement of Work discontinues work on the Project for any reason (including, without limitation, due to having been replaced at the request of Customer pursuant to the preceding paragraph), or becomes sick, disabled or otherwise incapacitated or unable to perform his or her duties, Contractor shall use its best efforts to replace such person with another of like educational background, professional experience, training and skills.

16.6 Enhancements to NPAC/SMS Software

Certain requests for Additional Services from Customer pursuant to this Article may result in the development of Enhancements to the NPAC/SMS Software by Contractor. The ownership of such Enhancements shall be determined in accordance with Article 12 with advance written approval of the Customer. [REDACTED]

ARTICLE 17 AUDITS, INSPECTIONS, AND RECORDS

17.1 NPAC/SMS Data Center Operations; Customer's Right to Audit

17.1.1 Conduct of the Annual Audit

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

17.1.2 NPAC/SMS Data Center Operations Audit Report and Required Remediation

17.1.2.1 Procedure After Audit

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

17.2 Annual Audit of Charges; Customer’s Right to Audit

17.2.1 Conduct of the Audit

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

17.2.2 Annual Audit of Charges Report and Required Remediation

17.2.2.1 Procedure after Audit of Charges

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

17.3 Neutrality Audits

The Contractor shall engage one or more third parties (the “Neutrality Auditor”) to prepare the Initial Neutrality Legal Opinion and conduct subsequent Neutrality Audits (each a “Neutrality Audit”) and prepare Neutrality Audit Reports and Neutrality Legal Opinions (as defined herein) in this Region and in every region in which it is acting as the LNPA every six months at the sole expense of the Contractor. The Neutrality Auditor shall be selected by mutual agreement of Contractor and the Customer. The Neutrality Auditor may be the Contractor’s independent auditors or counsel; *provided, however*, that the Neutrality Auditor shall not be a party that may have a competitive interest in conflict with the interests of Contractor.

17.3.1 Conduct of the Neutrality Audits

(a) In performing each Neutrality Audit, the Neutrality Auditor shall determine whether, at all times during the relevant six month period, in connection with delivering the Services, Ancillary Services, and Additional Services, the Contractor and any Core Subcontractors were Neutral Third Parties, as defined in the Neutrality Rules.

{00522950:}

(b) The Contractor shall arrange for the Neutrality Auditor to have reasonable access to the Contractor's records and to the Contractor's management, operations personnel, and directors. In connection with such review, an officer of Contractor shall deliver to the Neutrality Auditor signed certificates addressing Contractor's compliance, during the prior six months, with each of the provisions of the Contractor's Code of Conduct.

(c) The Contractor shall ensure that the Neutrality Auditor agrees to comply with the Confidentiality obligations of a Receiving Party pursuant to Section 18.2 of this Agreement. The Contractor shall provide Customer with copies of the Neutrality Auditor's report prepared after each Neutrality Audit (the "Neutrality Audit Report"), each of which constitutes Confidential Information under this Agreement.

(d) In meeting the requirements of this Section 17.3, the Neutrality Audit Report shall also specifically address each of the following questions and, with respect to each question, include a summary of findings, a detailed statement of findings, and a description of investigative methods used for each question.

(1) Does the Contractor, in its operation of the NPAC, provide services under non-discriminatory terms, rates, and conditions?

(2) Does the Contractor qualify as an NPAC User as defined by the criteria used to grant User status to any entity?

(3) Do any services provided by the Contractor in the operations of non-NPAC businesses utilize User Data not available to any other User?

(4) In the Contractor's operations of non-NPAC businesses, is the Contractor's use of the NPAC/SMS data consistent with the intended uses of rating, routing, billing, and network maintenance?

(5) Are the services provided by the non-NPAC businesses possible only because Contractor operates the NPAC?

{00522950:}

(6) Could any entity other than the Contractor provide services which utilize NPAC/SMS Data, identical to those services offered by the Contractor's non-NPAC business?

(7) Does the Contractor in the operations of non-NPAC businesses disclose any NPAC/SMS Data to any entity that would otherwise not be eligible to receive it?

(8) Does the Contractor maintain Neutrality in public forums, not favoring the positions of an industry segment or segments, or an industry member or members, over others, as demonstrated in the records of public forums and ex-parte meetings?

(9) Did the Contractor and each Core Subcontractor remain a Neutral Third Party at all times during the Neutrality Audit period?

(10) Did the Contractor and any Subcontractor to which the Code of Conduct is applicable, comply with each element of its Code of Conduct at all times during the Neutrality Audit period?

17.3.2 Form of Neutrality Legal Opinion and Required Remediation

Pursuant to Sections 3.2.2.1.2.1 and 3.2.2.1.2.2, Contractor shall deliver a Neutrality Legal Opinion. The Neutrality Legal Opinion shall be (1) a written communication that may rely on the Neutrality Audit Report; (2) that is delivered to the Customer and the Commission expressly for the purpose of evaluating the Neutrality of the Contractor for use in connection with evaluation of the continued compliance of the Contractor with the Agreement; (3) that is prepared by a person licensed and in good standing to practice law in any state of the United States, who represents the Contractor, and who may be the Neutrality Auditor or a different person or entity; and (4) that constitutes a third party legal opinion governed by and subject to the RESTATEMENT (THIRD) OF THE LAW GOVERNING LAWYERS and the Opinion Accord of the American Bar Association Section of Business Law (1991).

17.3.3 Consequences of Failure to Deliver Neutrality Legal Opinions.

{00522950:}

[REDACTED]

17.3.4 Failure to Remain a Neutral Third Party.

[REDACTED]

{00522950:}

[REDACTED]

17.3.4.4 Opportunity to Cure a Neutrality Violation. [REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

{00522950:}

[REDACTED]

17.3.4.5 Consequences of a Neutrality Violation. [REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

17.4 User Satisfaction Survey

17.4.1 Design and Conduct of the Survey

Contractor shall prepare and conduct annually a User Satisfaction Survey of all Users that conforms to the requirements of Section 12.2 Exhibit A - Request for Proposal and the procedures and processes offered and accepted as set forth in Exhibit D - Response to RFP, as such requirements are reflected in a detailed plan setting forth the goals, metrics, and methodology for conducting the User Satisfaction Survey (the “User Satisfaction Survey Plan”), which shall be subject to Customer’s approval. If the Contractor and the Customer cannot agree upon revisions and changes to the User Satisfaction Survey Plan, the Customer shall make such determination and Contractor shall be required to adhere to and to incorporate such determination into the User Satisfaction Survey Plan. In exercising its right to make any such determination under this Section upon the failure of the Customer and the Contractor to agree,

{00522950:}

Customer shall be required to make such determination in good faith and shall deliver the result of such determination in writing to Contractor.

17.4.2 User Satisfaction Survey Results

[REDACTED]

17.5 Access for Audits

As part of the Services, Contractor shall, subject to reasonable confidentiality restrictions, provide to Customer and its designees reasonable access during Normal Business Hours to:

- (a) Contractor's staff;
- (b) books and records and supporting documentation relating to the Services and the fees payable under this Agreement, excluding Contractor's cost information;

{00522950:}

- (c) use the NPAC/SMS system and the Software used to perform the Services (without access to the Source Code thereof); and,
- (d) the service locations or other facilities, as may be necessary for Customer or its designees to perform the audits described above.
- (e) Customer and its representatives will comply with any reasonable restrictions imposed by Contractor to minimize any disruption to Contractor's normal operations.

17.6 Provision of Facilities for Audits

For a reasonable period of time, Contractor shall provide to Customer and its designees on Contractor's premises reasonable amounts of office space, office furnishings (including lockable cabinets), telephone and facsimile service, utilities and office-related equipment and duplicating services as Customer or such auditors and inspectors may reasonably require to perform the audits described in this Article 17. Customer will comply with any reasonable restrictions imposed by Contractor to minimize any disruption to Contractor's normal operations. Such facilities and related assistance shall be provided as part of the Services.

17.7 Record Retention

Contractor shall keep, based upon U.S. generally accepted accounting principles, books, records and supporting documentation sufficient to document the NPAC/SMS and the invoices paid or payable by Users for the NPAC/SMS for the current fiscal year and all prior years that the Agreement has been in effect.

ARTICLE 18 CONFIDENTIAL INFORMATION

18.1 Ownership of User Data; Disclosure Identification; Exclusions

18.1.1 Ownership of User Data

User Data shall be the property of the User furnishing such data.

{00522950:}

18.1.2 Disclosure Identification

Either Party may correct any failure to designate information provided to the other Party as “confidential” and/or “proprietary” by providing the other Party with written notice, at any time, of the designation of such information as Confidential Information or Highly Confidential Information pursuant to this Section 18 ("Confidential Designation Notice"). Upon receiving a Confidential Designation Notice from the other Party, a Party shall treat the information described in the Confidential Designation Notice as Confidential Information, so long as the information is not excluded pursuant to Section 18.1.3.

18.1.3 Exclusions

Confidential Information shall not include:

- (a) information generally available to, or known to, or which becomes known by, the public through no wrongful act of the Receiving Party, including public filings made by Contractor at the United States Securities and Exchange Commission;
- (b) information lawfully known by the Receiving Party prior to receipt from the Disclosing Party, and not subject to any confidentiality agreement restricting disclosure;
- (c) information lawfully disclosed by a Third Party to the Receiving Party and not subject to any confidentiality agreement restricting disclosure;
- (d) information independently developed by the Receiving Party without the use of information disclosed by the Disclosing Party;
- (e) information disclosed to a Third Party by the Disclosing Party without restriction; or
- (f) information lawfully required to be disclosed to any governmental agency or which is otherwise required to be disclosed by law, order, rule, or direction, provided that before making such disclosure the Receiving Party shall give the

{00522950:}

Disclosing Party an adequate opportunity to object to such disclosure or take action to assure confidential handling of such information unless such opportunity to object is precluded by law, order, rule, or direction.

Notwithstanding any other provision of this Agreement, if Contractor disputes the characterization of the information under this Article 18, including, but not limited to the characterization of information under this Section 18.2 or the applicability of this Section 18.2, the provisions of Section 30.2 shall apply to ensure the continuation of all Services and Ancillary Services pending final resolution of the dispute and the continuation of all actions and disclosures reasonably necessary or convenient for Final Acceptance in accordance with Article 7 or for effecting the timely, orderly and effective transition of Services and Ancillary Services to a Successor Contractor, as the case may be.

18.2 Obligations

During the Term and at all times thereafter, Contractor shall only Process Confidential Information, including NPAC Data, to the extent necessary (a) to provide the Covered Services and in strict accordance with the requirements explicitly set forth in this Agreement or (b) to engage in a Permitted Use of User Data in connection with Administrator PTRS User Services of the Contractor or Contractor's Affiliate pursuant to, and in strict accordance with the requirements of this Agreement. The full scope and purpose of permissible Processing of Confidential Information, including NPAC Data, is described in this Agreement. Upon request by Customer, Contractor shall disclose to Customer any NPAC Data that Customer, in its sole discretion, deems reasonably necessary to receive for the management, administration and oversight of Contractor and the Agreement.

During the Term and at all times thereafter, each Receiving Party shall not disclose, and shall maintain the confidentiality of, all Confidential Information of the Disclosing Party; *provided, however*, that a Receiving Party may, upon written request by a User, disclose User Data owned by such requesting User without the Disclosing Party's Consent.

Each Receiving Party shall each use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the Disclosing Party as it employs to avoid unauthorized disclosure, publication, dissemination, destruction, loss or alteration of its

{00522950:}

own information (or information of its customers) of a similar nature, but not less than reasonable care, and Contractor shall further comply at all times with the security requirements of this Agreement.

A Receiving Party shall not (i) make any use or copies of the Confidential Information of the disclosing Party except as required by this Agreement, (ii) acquire any right in or assert any lien against the Confidential Information of the other Party, (iii) sell, assign, transfer, lease, or otherwise dispose of Confidential Information to third parties or commercially exploit such information, (iv) modify, alter, rewrite or add unauthorized information to the NPAC Data unless explicitly required by this Agreement or (v) refuse for any reason (including a default or material breach of the Agreement by the Disclosing Party) to promptly provide the Disclosing Party's Confidential Information (including copies of such information) to the Disclosing Party, if requested in writing to do so.

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

18.3 Return or Destruction

Upon (i) expiration or any termination of the Agreement and completion of each Party's obligations under the Agreement or (ii) written request of the Disclosing Party, which may be made at any time, the Receiving Party shall return or destroy, in accordance with the Data Cleansing Procedures, as the Disclosing Party may direct, all documentation and references in any medium that contain, refer to or relate to the Disclosing Party's Confidential Information within thirty (30) Calendar Days, except that the Receiving Party's counsel may keep a copy of the Disclosing Party's Confidential Information in connection with a dispute between the Parties, and except that the Receiving Party may retain a copy of the Disclosing Party's Confidential Information to the extent done in connection with the receiving Party's normal data archival activities, in each case, subject to the confidentiality obligations in this Agreement and, with respect to any retention of Confidential Information by Contractor, subject to Contractor's compliance with Article 18. Each Receiving Party shall deliver to the Disclosing Party written certification of its compliance with the requirements of this Section 18.3 signed by an officer of the receiving Party.

{00522950:}

18.4 Injunctive Relief

Subject to Section 30.2, each Party acknowledges that the unauthorized disclosure or Processing of Confidential Information may cause irreparable harm and significant injury, the amount of which may be extremely difficult to estimate. If the Receiving Party breaches its obligations under this Article 18, the Disclosing Party may seek immediate injunctive relief, in addition to any other rights and remedies available to it at law or in equity.

18.5 Loss of Confidential Information

18.5.1 Breach of Data Security.

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

18.5.2 Incident Response and Remedial Action

[REDACTED]

[REDACTED]

18.5.3 Incident Response and Remedial Action – Disclosure to Third Parties

[REDACTED]

{00522950:}

[REDACTED]

18.6 No Implied Rights

Each Disclosing Party’s Confidential Information will remain the property of that Party, and the User Data of each User will remain the property of that User. Neither Party will alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and will faithfully reproduce any such mark or notice on all copies of such Confidential Information. Nothing contained herein shall be construed as obligating the Customer or any Users to disclose its Confidential Information to the Contractor, or as granting to or conferring on a Receiving Party, expressly or impliedly, any rights or license to any Confidential Information of the Disclosing Party.

Contractor shall not possess or assert any lien or other right against or to NPAC Data, including User Data. NPAC Data, including User Data, shall not be (i) used by Contractor other than as required to provide the Covered Services or consistent with Permitted Use in providing PTRS Services, (ii) disclosed, sold, assigned, leased or otherwise provided to third parties by Contractor, other than as required to provide the Covered Services or consistent with Permitted Use in providing PTRS Services, and subject to Contractor’s obligations in the Agreement, (iii) monitored, analyzed, individualized, anonymized, aggregated, stored, or copied, other than as

{00522950:}

required to provide the Covered Services or consistent with Permitted Use in providing PTRS Services pursuant to this Agreement, or (iv) commercially exploited in any form (including any individualized, anonymized, or aggregated form) by or on behalf of Contractor or Contractor's agents. Upon request by Customer, Contractor will execute and deliver any documents that may be necessary under any law to preserve, or enable Customer to enforce, the rights of Customer or Users with respect to NPAC Data, including User Data.

18.7 Ancillary Services Provided Limited Access to Confidential Information

18.7.1 Wireless Do Not Call Service

18.7.1.1 Scope

Contractor will provide and administer an Intermodal Ported Telephone Number Identification Service separate from the NPAC/SMS and any NPAC/SMS Data Center satisfying the requirements of REQ 1 through REQ 12 of Section 11.1 of Exhibit A - Request for Proposal and Section 12.1 of the TRD in Exhibit D, Contractor Response to RFP, attached hereto and made a part hereof, Notwithstanding the foregoing provisions of this Article 18, Contractor is authorized in accordance with this Section 18.7.1 to provide certain User Data elements to any entity making a request to Contractor in writing and which entity satisfies the requirements and conditions set forth in this Section 18.7.1 (referred to herein as a "Qualified Limited Use Data Recipient"). The provision of such User Data elements to Qualified Limited Use Data Recipients via the Intermodal Ported Telephone Number Identification Service pursuant to the requirements and conditions of this Section 18.7.1 shall be referred to as the "Wireless Do Not Call Service" or "WDNC," for short. It is the intention of the Customer and the Contractor that the WDNC Service is allowable under this Agreement in furtherance of law, rule, regulation or order of the Commission or other regulatory agencies having jurisdiction over the NPAC/SMS Service.

18.7.1.2 WDNC Service Agreement.

{00522950:}

The WDNC Service shall only be provided to Qualified Limited Use Data Recipients, as determined in accordance with this Section 18.7.1, after execution and delivery of an agreement satisfying the requirements set forth in Section 18.7.1.6, as it may be amended from time to time in accordance with or permitted by this Section 18.7.1 (the “WDNC Service Agreement”). Contractor shall have the right to amend or to change any provision of the WDNC Service Agreement which is not required under Section 18.7.1.6 and which is not otherwise in violation or breach of this Agreement, including this Section 18.7.1; provided, however that Contractor shall provide Customer with at least 30 Calendar Days advance Written Notice of any such allowable change or revision to the WDNC Service Agreement, that is, any change or revision to the WDNC Service Agreement that does not amend or change any provision required under Section 18.7.1.6 and that does not otherwise violate or breach this Section 18.7.1. If the Parties cannot agree at least 20 Calendar Days before changes or revisions to the WDNC Service Agreement are to be effective, on whether such proposed changes or revisions affect the provisions of the WDNC Service Agreement as required under Section 18.7.1.6 or otherwise violate or breach this Section 18.7.1, the Customer shall make the final determination, and Contractor shall be required to obtain the advance written agreement of Customer before they can become effective. In exercising its power to make such final determination under this Section 18.7.1.2 upon the failure of the Customer and the Contractor to agree, Customer shall be required to make such determination in good faith and shall deliver the result of such determination in writing to Contractor.

In consideration for providing the WDNC Service in accordance with the WDNC Service Agreement and this Section 18.7.1, Contractor shall be compensated directly and exclusively from each respective Qualified Limited Use Data Recipient in accordance with Section 18.7.1.9.

18.7.1.3 Relationship to User Agreements.

Nothing in this Section 18.7.1 shall supersede the rights of any User under a User Agreement with respect to that User’s User Data and other User’s User Data, and nothing in this Section 18.7.1 shall alter or otherwise change the acknowledgment and agreement of pursuant to each User Agreement and this Agreement that all User Data shall remain the property of the User furnishing it to Contractor. Accordingly, Customer and Contractor hereby agree and acknowledge that a User (and User’s properly authorized agents, attorneys, and legal representatives) may obtain and use User Data pursuant to the terms of the User Agreement for

{00522950:}

the purpose of ensuring that such User does not itself engage in TCPA Prohibited Conduct (as defined below in Section 18.7.1.6) without being subject to this Section 18.7.1 or being required to enter into an the WDNC Service Agreement and at no additional charge other than as provided in the User Agreement. In addition, Customer and Contractor further hereby agree and acknowledge that a User may obtain and disclose or otherwise make available to a Third Party that is an “Affiliate” of the User (referred to as an “Affiliated Third Party”) User Data for the purpose of ensuring that such Affiliated Third Party does not itself engage in TCPA Prohibited Conduct (as defined below in Section 18.7.1.6, without being subject to this Section 18.7.1 or being required to enter into an WDNC Service Agreement and at no additional charge; provided, however, that the obtaining, disclosure and otherwise making available of such User Data by a User to an Affiliate Third Party shall not be considered in violation of the User Agreement and shall be considered in satisfaction of the User Agreement, only so long as such User is contractually liable in the WDNC Service Agreement for the Affiliated Third Party’s actions and compliance with usage of User Data and certifies to Contractor that such Affiliated Third Party is an Affiliate of the User and such Affiliated Third Party executes a confidentiality agreement directly with Contractor, as set forth in Section 18.6 of this Agreement, which confidentiality agreement shall include the substantive restrictions set forth in this Section 18.7.1 and shall otherwise be in a form reasonably satisfactory to Contractor and Customer. For purposes of the foregoing sentence, an “Affiliate” of a User is any entity, directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with the respective User, and the term “control” for purposes of determining an “Affiliate” shall mean either the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the controlled entity or the ownership, directly or indirectly, of more than fifty percent (50%) of the total interest in the profits or losses of the controlled entity.

18.7.1.4 Relationship to NPAC/SMS Services.

The Contractor and the Customer expressly agree and acknowledge that the WDNC Service shall be offered in a manner that does not adversely affect the operation and performance of the NPAC/SMS and the delivery of Services pursuant to this Agreement. In addition to causes for termination of this Agreement and the User Agreement set forth in this Agreement and the User Agreement, the provision of the WDNC Service and all WDNC Service Agreements may be terminated upon the occurrence of those events set forth in Section 18.7.1.12. If Contractor

{00522950:}

establishes an WDNC Service help desk, the telephone number for such help desk shall be different than any current telephone number for a NPAC/SMS help desk and such help desk shall be separate and distinct from the HelpDesk for the NPAC/SMS under this Agreement, and all such costs, charges, and expenses shall not be included in any charges with respect to the Services.

18.7.1.5 Applicability and Relationship of GEP

[REDACTED]

18.7.1.6 Required Provisions of WDNC Service Agreement

Each WDNC Service Agreement shall be only between the Contractor and the Qualified Limited Use Data Recipient and, in addition to containing provisions customary in commercial contracts of this nature, must contain provisions specifying the following:

(a) User Data Elements Provided. Contractor shall make available, by whatever manner and format Contractor considers commercially feasible, and not more frequently than daily, four files consisting of lists of intermodal ports of TNs since November 24, 2003, segregated between wireline to wireless ports and wireless to wireline ports (“Intermodal Ports”) for each of the Region, on a password secure Web/FTP site for downloading by the Qualified Limited Use Data Recipient. The data elements of such Intermodal Ports shall consist exclusively of TNs, and no other User Data elements. Contractor shall not provide the Qualified Limited Use Data Recipient direct or indirect access or connectivity to the NPAC/SMS or otherwise provide, deliver, or make available any other User Data elements or NPAC/SMS Data.

(b) Specified Exclusive Use. The Commission has by order implementing the Telephone Consumer Protection Act of 1991 (the “TCPA”) adopted rules, including those set forth in 47 C.F.R. Sec. 64.1200, (together with the TCPA, the “TCPA Rules”), prohibiting the initiation of telephone calls (other than a call made for emergency purposes or made with the prior express consent of the called party) using automatic telephone

{00522950:}

dialing systems or an artificial or prerecorded voice to telephone numbers assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call (referred to herein as “TCPA Prohibited Conduct”). Accordingly, the Intermodal Ports shall be considered Confidential Information and shall only be provided to a Qualified Limited Use Data Recipient for the sole purposes of either (A) permitting that Qualified Limited Use Data Recipient to avoid engaging in TCPA Prohibited Conduct by verifying whether TNs are assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call or (B) allowing that Qualified Limited Use Data Recipient to disclose, sell, assign, lease, or otherwise provide to any other party (referred to as a “Second Tier Limited Use Data Recipient”) to permit such a Second Tier Limited Use Data Recipient to avoid engaging in TCPA Prohibited Conduct by verifying whether TNs are assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call. Other than the foregoing, the Qualified Limited Use Data Recipient and the Second Tier Limited Use Data Recipient shall be absolutely prohibited, subject to damages and injunctive relief, from (a) disclosing, selling, assigning, leasing or otherwise providing to any other party the Intermodal Ports, including to a local service management system or other party or public database, or (b) commercially exploiting the Intermodal Ports in any way, including by way of example and not limitation, for resale or marketing purposes.

(iii) Compliance with Laws. The Qualified Limited Use Data Recipient shall be required to comply with all applicable laws, orders and regulations applicable, including those applicable to the NPAC/SMS, including User Data.

(iv) Compliance with Privacy and Security Policies. The Qualified Limited Use Data Recipient shall be required to comply with all applicable privacy and data security policies and procedures set forth in this Agreement.

(v) Acknowledgment of Non-liability of Customer and Users. Both Contractor and the Qualified Limited Use Data Recipient shall agree and expressly acknowledge the rights of termination under this Agreement, including by reason of Section 18.7.1.12), the absolute exclusions from liability with respect to Customer and the exclusion from liability with respect to Users and Allocated Payors for any amounts that would have otherwise been due and

{00522950:}

payable by such Qualified Limited Use Data Recipient under the terms and conditions of the WDNC Service Agreements or as a result of the provision the WDNC Service upon the termination of the provision the WDNC Service (the “Unpaid WDNC Charges”) without an explicit rule, regulation, order, opinion or decision of the Commission or any other regulatory body having jurisdiction or delegated authority with respect to the subject matter of this Agreement directing the responsibility and liability for payment of those Unpaid WDNC Charges by Users or Allocated Payors.

(vi) Other Termination. Both Contractor and the Qualified Limited Use Data Recipient shall agree and expressly acknowledge that, in addition to the rights of termination under this Agreement, including by reason of Section 18.7.1.12, the WDNC Service Agreement may be terminated by either Contractor or the Qualified Limited Use Data Recipient with 60 Calendar Days advance Written Notice for any reason or for no reason at all, but that the restrictions with respect to User Data and Intermodal Ports shall survive such termination.

(vii) Liability, Indemnification and Dispute Resolution. The WDNC Service Agreement shall contain liability, indemnification and dispute resolution terms and conditions customary in the industry for like services.

(viii) Compensation. Subject to Section 18.7.1.9 of this Agreement, Contractor may charge compensation, and the Qualified Limited Use Data Recipient shall agree to pay such compensation, for the provision of the WDNC Service.

(ix) Continuing Qualification. The Qualified Limited Use Data Recipient agrees to the continuing qualification process set forth in Section 18.7.1.8.

18.7.1.7 Remain User Data.

The Intermodal Ports, being provided as part of the WDNC Service, being User Data, shall remain User Data and Confidential Information.

18.7.1.8 Qualification and Continuing Qualification Process.

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

18.7.1.9 Compensation.

■ [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]

{00522950:}

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

212

[REDACTED]

[REDACTED]

[REDACTED]

18.7.1.10 Audit of Section 18.7.1 Performance.

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

18.7.1.11 Neutrality Audits.

[REDACTED]

18.7.1.12 Additional Causes for Termination.

[REDACTED]

{00522950:}

[REDACTED]

18.7.2 Law Enforcement Agency Access

18.7.2.1 Scope

Contractor will provide and administer an Enhanced Law Enforcement Platform (“**ELEP**”) separate from the NPAC/SMS and Services and referred to as the “**ELEP Service**,” satisfying the requirements of REQ 1 through REQ 21 of Section 11.2 of Exhibit A - Request for Proposal and Section 12.1 of the TRD in Exhibit D, Contractor Response to RFP, attached hereto and made a part hereof. Notwithstanding the foregoing provisions of this Article 18, Contractor is authorized in accordance with this Section 18.7.2 to provide certain information, including User Data elements, to LEAs and public safety answering point (PSAPs) providers (PSAP Providers), including their authorized contractors and agents, making a request to Contractor for access to such information (as more fully described below) in writing and that satisfy the requirements and conditions set forth in this Section 18.7.2 (such LEAs to be referred to herein as a “**Qualified LEA**,” such PSAP Providers to be referred to herein as “**Qualified PSAP**,” Authorized Support Organizations that support PSAPs to be referred to as “**ASOs**,” and collectively with Qualified LEAs to be referred to as “**Qualified Recipients**”). The provision of the information identified below in Section 18.7.2.6 to a Qualified Recipient pursuant to the requirements and conditions of this Section 18.7.2 shall be accomplished with the use of ELEP separate from the NPAC/SMS and the Services.

{00522950:}

Nothing in this Section 18.7.2 shall affect or otherwise modify or change the requirements for the provision and use of the IVR, concerning the implementation and use of the NPAC SMS IVR system.

18.7.2.2 ELEM Service Agreement.

The ELEM Service shall be provided only to a Qualified Recipient as determined in accordance with this Section 18.7.2.2, after execution and delivery of an agreement satisfying the requirements set forth in Section 18.7.2.5, and as it may be amended from time to time in accordance with or permitted by this Section 18.7.2 (the “**ELEM Service Agreement**”). Contractor shall have the right to amend or to change any provision of the ELEM Service Agreement that is not required under Section 18.7.2.5 and that is not otherwise in violation or breach of this Agreement, including this Section 18.7.2; provided, however that Contractor shall provide Customer with at least 30 Calendar Days advance Written Notice of any such allowable change or revision to the ELEM Service Agreement, that is, any change or revision to the ELEM Service Agreement that does not amend or change any provision required under Section 18.7.2.5 and that does not otherwise violate or breach this Section 18.7.2. If the Parties cannot agree at least 20 Calendar Days before changes or revisions to the ELEM Service Agreement are to be effective, on whether such proposed changes or revisions affect the provisions of the ELEM Service Agreement as required under Section 18.7.2.5 or otherwise violate or breach this Section 18.7.2, the Customer shall make the final determination, and Contractor shall be required to obtain the advance written agreement of Customer before they can become effective. In exercising its power to make such final determination under this Section 18.7.2.2 upon the failure of the Customer and the Contractor to agree, Contractor shall be required to make such determination in good faith and shall deliver the result of such determination in writing to Customer.

In consideration for providing the ELEM Service in accordance with the ELEM Service Agreement and this Section 18.7.2, Contractor shall be compensated directly and exclusively from each respective Qualified Recipient in accordance with Section 18.7.2.8.

18.7.2.3 Relationship to User Agreements and NPAC/SMS Services.

{00522950:}

Nothing in this Section 18.7.2 shall supersede the rights of any User under a User Agreement with respect to that User's User Data and other User's User Data, and nothing in this Section 18.7.2 shall alter or otherwise change the acknowledgment and agreement under the User Agreement and Article 18 of this Agreement that all User Data shall remain the property of the User furnishing it to Contractor.

The Contractor and the Customer expressly agree and acknowledge that the ELEP Service shall only offered in a manner that does not adversely affect the operation and performance of the NPAC/SMS and the delivery of Services pursuant to this Agreement. In addition to causes for termination of this Agreement and the User Agreement set forth in this Agreement and the User Agreement, the provision of the ELEP Service and all ELEP Service Agreements may be terminated upon the occurrence of those events set forth in Section 18.7.2.11. If Contractor establishes an ELEP Service help desk, the telephone number for such help desk shall be different than any current telephone number for a NPAC/SMS help desk and such help desk shall be separate and distinct from the HelpDesk for the NPAC/SMS under this Agreement, and all such costs, charges, and expenses shall not be included in any charges with respect to the Services.

18.7.2.4 Applicability and Relationship of GEP.

[REDACTED]

18.7.2.5 Required Provisions of ELEP Service Agreement.

Each ELEP Service Agreement shall be only between the Contractor and the Qualified Recipient and, in addition to containing provisions customary in commercial contracts of this nature, must contain provisions specifying the following:

(a) User Data Elements Provided. As part of the ELEP Service, Contractor shall make available (A) the NPAC SPID of the service provider associated with a telephone number, (B) the identity of that service provider and of the secondary providers identified by the

{00522950:}

AltSPID and Last AltSPID parameters of the Optional Data Field associated with that telephone number; (C) the date on which the port(s) from one service provider or secondary provider (by NPAC SPID, AltSPID, or Last AltSPID) to another service provider (by NPAC SPID, AltSPID, or Last AltSPID) occurred with respect to that telephone number; (D) the AltSPID parameter under the Optional Data Field associated with that telephone number; (E) the Last AltSPID parameter under the Optional Data Field associated with that telephone number; (F) the current contact name and telephone number, if available, for each service provider and secondary provider as submitted in any manner to the NPAC by the service provider or secondary provider as its law enforcement and/or emergency contact; and no other User Data elements, for the Region. The data elements referred in (A), (B), (C), (D), (E), and (F) in the immediately preceding sentence shall be referred to as “**ELEP Data Elements.**”

(b) ELEP Provisioning. Contractor shall employ an LSMS to provision current and historical ELEP Data Elements into ELEP, where historical ELEP Data Elements means, when feasible for and to the extent available to Contractor, ELEP Data Elements as of January 1, 2004. For Qualified Recipients that qualified solely as PSAPs (*i.e.*, not also as an ELEP), historical ELEP Data Elements shall be limited to ELEP Data Elements associated with the current plus the immediately-previous TSP. The LSMS employed by Contractor shall provision a system that is not associated with the NPAC/SMS, which system shall enable the processing of queries for ELEP Data Elements in accordance with this Section 18.7.2.

(c) Manner of Access. Qualified Recipients shall access the ELEP Service by virtual private network (machine-to-machine) or Internet (person-to-GUI). Qualified Recipients access to ELEP shall be accomplished by authenticated, secure and encrypted means. The ELEP Data Elements may be provided to Qualified Recipients by Contractor through any electronic interface selected by Contractor that otherwise complies with this Section 18.7.2. ELEP shall not provide Qualified Recipients, either directly or indirectly, access to the NPAC or any NPAC User Data other than the ELEP Data Elements in accordance with this section. A Qualified Recipient may query ELEP an unlimited number of times, but may not request ELEP Data Elements for more than 100 TNs per query. (This limitation of 100 TNs per query may be subject to waiver on a case-by-case basis by the Customer at the Customer’s election, and, will be addressed in an addendum to this Agreement.)

{00522950:}

(d) Exclusive Use. Contractor may authorize a Qualified Recipient to use ELEP Data Elements received as part of the ELEP Service only for lawful purposes within the statutory authority of the Qualified Recipient. Contractor will require that each Qualified Recipient warrant that it will not (A) disclose, sell, assign, lease or otherwise provide ELEP Data Elements to any other party, including to a local service management system or public database, except as may otherwise be required by applicable federal, state, or local law, rules, regulations, or orders, or (B) commercially exploit the ELEP Data Elements in any way. By way of clarification, and not limitation, the immediately preceding restrictions require that a Qualified Recipient will not share the ELEP Data Elements with other agencies or with other Qualified Recipients or share ELEP Data Elements with officers or employees of other agencies or Qualified Recipients. Notwithstanding the foregoing, a Qualified Recipient may share the ELEP Data Elements to its contractors and, with respect to a PSAP, a subtending or secondary PSAP, for lawful purposes within the statutory authority of the Qualified Recipient.

(e) Compliance with Laws. Contractor shall require that each Qualified Recipient warrant that it will comply with all applicable laws, orders and regulations applicable, including those applicable to the NPAC/SMS, including User Data.

(f) Acknowledgment of Non-liability of Customer and Users. Both Contractor and the Qualified Recipient shall agree and expressly acknowledge the rights of termination under this Agreement, including by reason of Section 18.7.2.6.13, the absolute exclusions from liability with respect to Customer and the exclusion from liability with respect to Users and End-Users for any amounts that would have otherwise been due and payable by such Qualified Recipient under the terms and conditions of the ELEP Service Agreements or as a result of the provision of the ELEP Service upon the termination of the provision the ELEP Service (the “**Unpaid Charges**”) without an explicit rule, regulation, order, opinion or decision of the Commission or any other regulatory body having jurisdiction or delegated authority with respect to the subject matter of this Agreement directing the responsibility and liability for payment of those Unpaid Charges by Users or End Users.

(g) Termination. Both Contractor and the Qualified Recipient shall agree and expressly acknowledge that upon any termination of any ELEP Service Agreement, the restrictions with respect to User Data and ELEP Data Elements shall survive such termination.

{00522950:}

(h) Liability, Indemnification and Dispute Resolution. The ELEP Service Agreement shall contain liability, indemnification and dispute resolution terms and conditions customary in the industry for like services.

(i) Compensation. Subject to Section 18.7.2.8 of this Agreement, Contractor may charge compensation, and the Qualified Recipient shall agree to pay such compensation for the provision of the ELEP Service.

(j) Continuing Qualification. The Qualified Recipient agrees to the continuing qualification process set forth in Section 18.7.2.7.

18.7.2.6 Remain User Data.

The ELEP Data Elements, being provided as part of the ELEP Service, being User Data, shall remain User Data and Confidential Information.

18.7.2.7 Qualification.

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

18.7.2.8 Compensation.

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

[illegible]

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

18.7.2.9 Audit of Section 18.7.2 Performance.

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

18.7.2.10 Neutrality Audits.

[REDACTED]

18.7.2.11 Additional Causes for Termination.

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

**ARTICLE 19 DELAYS; PERFORMANCE CREDITS; ALLOCATION OF DAMAGES;
DEFAULTS; AND FORCE MAJEURE**

19.1 Contractor's Notice of Delays

19.1.1 [REDACTED]

{00522950:}

[REDACTED]

{00522950:}

[REDACTED]

19.1.2 [REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

19.2 [REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

19.3 Performance Credits

[REDACTED]

19.4 Allocation of Damages Among Allocated Payors

[REDACTED]

{00522950:}

[REDACTED]

19.5 Contractor Defaults

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

19.6 Consequences of Default

[REDACTED]

{00522950:}

[REDACTED]

19.7 Defaults by Users, Allocated Payors, and Ancillary Users

The User Agreement, PTRS User Agreement, WDNC Agreement, and ELEP Agreement shall be the sole agreements, respectively, specifying events of default by Users, PTRS Users, Qualified Limited Use Data Recipients, and Qualified Recipients and setting forth Contractor’s remedies therefor, subject to applicable laws, rules, and regulations of the Commission and other regulatory authorities asserting jurisdiction with respect to such parties. Contractor shall have only those remedies at law or in equity with respect to Allocated Payors that are not Users, also subject to applicable laws, rules, and regulations of the Commission and other regulatory authorities asserting jurisdiction with respect to such Allocated Payors.

19.8 Force Majeure

Any failure or delay by Customer, a User, or Contractor in the performance of its obligations under this Agreement shall not be deemed a Default of this Agreement to the extent such failure or delay was caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions in the United States, court order, beyond the reasonable control of such Party and without any fault or negligence of such Party and cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, work-around plans or other means; [REDACTED]

[REDACTED]

ARTICLE 20 GATEWAY EVALUATION PROCESS

{00522950:}

20.1 Gateway Evaluation Process Overview

20.1.1 Gateway Evaluation Process and GEP Elements

The Gateway Evaluation Process (the “GEP”) shall measure Contractor’s satisfaction of those separate elements (individually, a “GEP Element” and, collectively, the “GEP Elements”) shown and described on the Exhibit K attached hereto and made a part hereof, during specific 12 consecutive Calendar Month periods (each period referred to as an “Evaluation Period” or “EP”). The GEP for each respective EP shall, pursuant to the Audit Plan (as defined below), be audited (the “GEP Audit”) by an auditor selected and compensated in accordance with the requirements of this Article 20 (the “GEP Auditor”).

[REDACTED]

[REDACTED]

20.1.2 Frequency

[REDACTED]

{00522950:}

[REDACTED]

20.1.3 GEP Audit Mechanics

[REDACTED]

20.1.3.1 Selection of a GEP Auditor.

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

20.1.3.2 GEP Audit Metrics.

[REDACTED]

20.1.3.3 Audit Plan.

[REDACTED]

{00522950:}

[REDACTED]

20.1.3.4 Validation Process.

[REDACTED]

[REDACTED]

20.1.3.5 GEP Audit Report.

[REDACTED]

{00522950:}

[REDACTED]

20.1.3.6 GEP Communications Plan as Part of the Audit Plan

20.1.3.6.1 Introduction

[REDACTED]

20.1.3.6.2 Specific Tasks

- [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]

{00522950:}

- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
 - [REDACTED]
[REDACTED]
 - [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
 - [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
 - [REDACTED]
- [REDACTED]
[REDACTED]
 - [REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
 - [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

{00522950:}

- [REDACTED]
- [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]

20.1.4 Customer's Standard.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

20.2 Monthly Allocable Regional GEP Price Reduction

**20.2.1 Reduction to Regional Monthly Allocated Charges For Each
Applicable Reduction Period**

[REDACTED]

20.2.2 Applicable Reduction Period.

[REDACTED]

{00522950:}

[REDACTED]

20.2.3 Determination of the Annual Regional GEP Price Reduction

[REDACTED]

[REDACTED]

<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>
<div>[REDACTED]</div>		<div>[REDACTED]</div>
<div>[REDACTED]</div>		<div>[REDACTED]</div>

{00522950:}

{00522950:}

		<div>REDACTED</div> <div>REDACTED</div> <div>REDACTED</div> <div>REDACTED</div>
<div>REDACTED</div>	<div>REDACTED</div>	<div>REDACTED</div> <div>REDACTED</div> <div>REDACTED</div> <div>REDACTED</div>

{00522950:}

■		
■		
■		
■		
■		

20.2.4 Limitation on Cumulative Performance Credits and GEP Reductions in Any Single Applicable Billable Year.

This image consists of approximately 18 horizontal black bars stacked vertically. The bars vary significantly in their starting and ending positions relative to the left and right edges of the frame, creating a jagged, barcode-like appearance. Some bars span almost the entire width, while others are much shorter and positioned towards the left side.

{00522950:}

<p>        </p>	<p>       </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>   </p>	<p>  </p>
<p>   </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>

252

[REDACTED]

{00522950:}

ARTICLE 21 INDEMNIFICATION

21.1 Customer Indemnification

[REDACTED]

21.2 Contractor General Indemnification

[REDACTED]

21.3 Contractor Specific Indemnification

21.3.1 ELEP Indemnification.

{00522950:}

[REDACTED]

21.3.2 Licenses and Permits Indemnification

[REDACTED]

21.3.3. Laws and Regulations Indemnification

[REDACTED]

21.3.4 Insurance Indemnification

{00522950:}

[REDACTED]

21.3.5 Contractor Independent Status Indemnification

[REDACTED]

21.3.6 Immigration Law Indemnification

[REDACTED]

{00522950:}

21.4 Procedures

[REDACTED]

ARTICLE 22 INFRINGEMENT

22.1 Contractor's Obligation to Indemnify for Infringement

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

22.2 Contractor's Obligations If Use Is Threatened

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

ARTICLE 23 LIABILITY; LIMITATION OF LIABILITY

23.1 DIRECT DAMAGES

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

■ [REDACTED]
[REDACTED]

23.2 CONSEQUENTIAL DAMAGES

[REDACTED]
[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

23.3 EXCLUSIONS

[REDACTED]
[REDACTED]

- [REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]

23.4 TERMINATION DAMAGES AND MAXIMUM LIABILITY

23.4.1 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

{00522950:}

[REDACTED]

23.4.2 [REDACTED]

[REDACTED]

23.4.3 [REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

23.4.4 [REDACTED]

23.4.5 [REDACTED]

23.4.6 [REDACTED]

23.4.7 [REDACTED]

{00522950:}

[REDACTED]

23.4.8 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

23.4.9 [REDACTED] [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

ARTICLE 24 INSURANCE

24.1 Contractor's Insurance Requirements

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

■ [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

24.2 Contractor's Failure to Maintain Insurance

[REDACTED]
[REDACTED]
[REDACTED]

ARTICLE 25 WARRANTIES

25.1 Harmful Code or Data

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

{00522950:}

[REDACTED]

25.2 No Liens or Violations of Third Party Rights

Contractor warrants that the NPAC/SMS Software and the other Deliverables provided under this Agreement are free from liens and encumbrances and shall at all times during the Term of this Agreement remain free of liens and encumbrances of all or any kind. Contractor further warrants that Contractor will maintain reasonable policies and practices to protect against improper incorporation of Third Party Intellectual Property into the NPAC/SMS Software or other Deliverables. Contractor represents that it does not have any knowledge of any proceeding or threatened claims, suits, challenges or other legal actions relating to Contractor Intellectual Property intended to be used in performance of Contractor's obligations under this Agreement and warrants that it will promptly notify Customer if it becomes aware of any such legal action.

25.3 Conformance with Specifications and Other Standards

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

25.4 Authority

Contractor represents that it has full authority to enter into and perform all of its obligations under this Agreement, and that the person signing this Agreement on behalf of the Contractor has been properly authorized to enter into this Agreement. Each Party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by all of its terms, conditions and provisions.

ARTICLE 26 ASSIGNMENT, OTHER TRANSFER, AND SUBCONTRACTING

26.1 Assignment and Approved Subcontractors

[REDACTED]

{00522950:}

[REDACTED]

26.2 Withdrawal of Approval

[REDACTED]

26.3 Subcontracts

[REDACTED]

26.4 Subcontractor - Nondisclosure

[REDACTED]

{00522950:}

[REDACTED]

ARTICLE 27 TERMINATION

27.1 Notice of Termination by Customer

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

■ [REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

27.2 Contractor Termination

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

27.3 No Waiver

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

{00522950:}

27.4 Allocated Payers' Liability for Payments after Actual Termination

[REDACTED]

27.5 No Liability of Customer

[REDACTED]

27.6 Return of Property Upon Actual Termination

[REDACTED]

**ARTICLE 28 TRANSITION AT EXPIRATION AND NON-RENEWAL OR UPON
TERMINATION OF THIS AGREEMENT**

28.1 Contractor's Obligation to Assist With Transition

Upon Notice of Termination of this Agreement by Customer under either Article 15 or Article 27 hereof, or upon expiration of the Agreement as the result of an election not to renew under

{00522950:}

Article 3 hereof (“Notice of Non-Renewal”), Contractor shall assist Customer in the orderly transition of all of the Services and Ancillary Services provided for in this Agreement from Contractor to a successor contractor or administrator for NPAC/SMS (in either case, the “Successor Contractor”), consistent with the requirements of this Article 28. [REDACTED]

[REDACTED]

28.2 [REDACTED]

[REDACTED]

28.3 [REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
■ [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

{00522950:}

[REDACTED]

28.4 [REDACTED]

28.4.1 [REDACTED]

[REDACTED]

28.4.2 [REDACTED]

[REDACTED]

{00522950:}

[illegible]

28.4.3

28.4.4 [REDACTED]

{00522950:}

[REDACTED]

28.4.5 [REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

28.4.6 [REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

ARTICLE 29 REGULATORY AND LEGISLATIVE CONSIDERATIONS

29.1 Users are Communications Common Carriers

Contractor expressly recognizes that (i) Customer, Members and the Users and the NPAC/SMS are or may be subject to certain federal and state statutes and rules and regulations promulgated thereunder, as well as rules, regulations, orders, opinions, decisions and possible approval of the Commission, NANC and other regulatory bodies having jurisdiction or delegated authority over Customer, Member and the Users and the NPAC/SMS, including but not limited to the Selection Order and subsequent orders or rules, and (ii) this Agreement is subject to changes and modifications required as a result of any of the foregoing; provided, however, that the Parties hereby agree that this Agreement and the NPAC/SMS User Agreements shall remain in full force and effect in accordance with their respective terms and each of the Parties and each of the Users shall continue to perform all of its respective obligations under this Agreement and the NPAC/SMS User Agreements, as applicable, in accordance with the respective terms thereof until the Parties can agree upon any amendment (which shall include any Statement of Work) that may be required to this Agreement as a result of any such regulatory change; and provided, further, however, that if the Parties are unable to agree upon any required amendment (or Statement of Work), the provisions set forth for resolving disputes in Article 30 shall control and apply. Notwithstanding anything to the contrary above, Customer may terminate this Agreement if the required amendment is technically or economically unfeasible or if the regulatory changes requires Customer to terminate this Agreement, except that Customer agrees it will give Contractor at least ten (10) Calendar Days advance written notice of its intent to terminate this Agreement on such basis and agrees that if, within then (10) Calendar Days of receipt of such notice, Contractor delivers its written objection to Customer disputing the basis on which Customer is exercising its termination right, Customer will resolve such dispute with Contractor in accordance with Article 30, with the focus of such process being whether the required amendment is technically or economically unfeasible or whether the regulatory change requires Customer to terminate this Agreement, as applicable. The Parties shall cooperate fully with each

{00522950:}

other in obtaining any necessary regulatory approvals of the NPAC/SMS or other regulatory proceeding regarding NPAC/SMS.

29.2 Changes in Law and Regulations

Customer shall notify Contractor of any relevant changes in applicable legislative enactment and regulations that Customer becomes aware of in the ordinary course of its business in accordance with the provisions of Article 29. Any necessary modifications to the NPAC/SMS during the Term of this Agreement as a result of such changes shall be made in accordance with the provisions of Article 16. Contractor shall be responsible for any fines and penalties imposed on Users, Allocated Payors, and/or Contractor arising from any noncompliance by Contractor, its subcontractors or agents with the laws and regulations in respect of the NPAC/SMS. A User or Allocated Payor shall be responsible for any fines and penalties imposed on it or Contractor relating to Contractor's provision of the NPAC/SMS and arising from the failure of such User or Allocated Payor to comply with laws and regulations to which it is subject.

ARTICLE 30 DISPUTE RESOLUTION

30.1 Dispute Resolution Process

Age Group	Percentage
18-29	90%
30-49	88%
50-64	85%
65+	82%

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

30.2 Continuation of Services

[REDACTED]

30.3 Disputes Regarding Customer's Application of Allocation

[REDACTED]

{00522950:}

ARTICLE 31 DEFINITIONS

As used throughout this Agreement, the following terms shall have the meanings set forth below, unless otherwise indicated:

Acceptance Test Specifications shall mean those specifications defined in the Acceptance Test Matrix attached to the Transition Milestones attached as Exhibit F.

Acceptance Testing shall mean that process to perform testing of the NPAC/SMS, its Facilities, Software, including NPAC/SMS Software, hardware and software configurations, including all interfaces pursuant to the Acceptance Test Plan and shall consist of Functional Testing and Presentation of Results.

Acceptance Tests shall mean those tests constituting Acceptance Testing.

Acceptance Test Matrix shall mean that table attached to the Transition Milestones attached as Exhibit F.

Acceptance Test Plan shall mean that written plan to be used to document the testing necessary to demonstrate compliance with the Acceptance Test Matrix attached to Exhibit F, prepared and approved in accordance with Section 7.3.1.

Accepted IVR shall mean a secure IVR satisfying the requirements of REQ 1 through REQ 9 of Section 6.9 of Exhibit A - Request for Proposal and Section 12.1 of the TRD in Exhibit D, Contractor Response to RFP, attached hereto and made a part hereof, and accepted as available in accordance with the Transition Milestones.

Access Requirement shall mean the requirement included in the Data Provisioning Review that the method, manner, mode, and connectivity to the NPAC/SMS to obtain the User Data obtained for and used in connection with the Administrator PTRS User Service are exactly the same as those available to all other Users under the terms of the User Agreement.

{00522950:}

Acquired Administrator PTRS User Services shall mean those Administrator PTRS User Services shown on the Acquired Administrator PTRS User Services List.

Acquired Administrator PTRS User Services List shall mean the list of all Administrator PTRS User Services offered by a Third Party PTRS User as of an Affiliation Event that Contractor shall provide to the NUE and Customer within 30 Business Days after the Affiliation Event.

Actual Final Acceptance shall mean that Final Acceptance has occurred pursuant to Article 7.

Actual Final Acceptance Date shall mean the date that Final Acceptance is received pursuant to Article 7.

Actual Payment Requirement shall mean the requirement included in the Payment Review that full and timely payment or accounting treatment by Contractor and each Affiliate of Contractor that is a PTRS User of all PTRS Monthly Invoices to confirm that all applicable charges under the PTRS User Agreement were timely paid.

[REDACTED]

Additional Services shall mean changes, including Enhancements, or other modifications to the Services or Ancillary Services that are documented in a Statement of Work in accordance with Article 16, including, specifically, Included Additional Services.

Ad Hoc Reports shall mean those Reports issued by Contractor whose form and content are customized as requested by Customer, a User, a PTRS User, an Ancillary Service User, or the Commission.

Administrator PTRS User Service shall mean a service or product that Contractor or an Affiliate of Contractor may offer after entering into a PTRS User Agreement that (i) in any way makes use of User Data, (ii) is not considered a Service or a PTRS Service under the Agreement, and (iii) for which Contractor is not compensated under Article 5 of the Agreement.

{00522950:}

Administrator PTRS User Service Contracts shall mean those agreements between Contractor or an Affiliate of Contractor and a customer for the provision an Administrator PTRS User Service of Contractor or an Affiliate of Contractor.

Administrator PTRS User Service Material Modification shall mean a proposed modification to an Administrator PTRS User Service that in good faith is reasonably considered to constitute, or to result in or to cause, a material change or alteration (and not merely a minor, small, or insignificant change), in any of the following: (a) the need to access any part of the NPAC/SMS for the purpose of routing, rating, or billing calls, or performing network maintenance in connection with providing telecommunications services, because the rating, routing, or billing of calls or the performance of network maintenance is impacted by porting or pooling (as such terms are defined below); or (b) the intended use or actual use of User Data with respect to whether such use constitutes “commercial exploitation” of User Data (as defined below), including, but not limited to a change to the content of the User Data obtained for and used in connection with the Administrator PTRS User Service, the method, manner, mode and connectivity to the NPAC/SMS to obtain the User Data and the pricing for the Administrator PTRS User Service; provided, however, that a change in branding of an Administrator PTRS User Service or the bundling of an Administrator PTRS User Service with other services, including any other Administrator PTRS User Service(s), shall not alone or by themselves be considered an Administrator PTRS User Service Material Modification.

Administrator PTRS User Service Findings Report shall mean a report issued by the NUE following the completion of any of the NUE Reviews or a combination of one of more of any of the NUE Reviews in Section 6.2.2 with respect to an Administrator PTRS User Service of Contractor or an Affiliate of Contractor that includes both a Findings Statement and an Explanation of the Findings Statement.

Affiliate(s) shall mean, with respect to a User, any entity, directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with the respective User, and the term “control” for purposes of determining an “Affiliate” shall mean either the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights

{00522950:}

attributable to the controlled entity or the ownership, directly or indirectly, of more than fifty percent (50%) of the total interest in the profits or losses of the controlled entity.

Affiliate of Contractor shall mean the same as Contractor's Affiliate, defined below.

Affiliated Third Party shall mean a Third Party that is an Affiliate of a User.

Affiliation Event shall mean the event which results in a User or PTRS User becoming either Contractor or an Affiliate of Contractor.

Affirmative Access Requirement Finding shall mean either (a) with respect to an Administrator PTRS User Service Findings Report, a determination by the NUE that there is not clear and convincing evidence that the Access Requirement is not satisfied, that is, there is not clear and convincing evidence that the method, manner, mode, and connectivity to the NPAC/SMS to obtain the User Data obtained for and used in connection with the Administrator PTRS User Service are not exactly the same as are available to all other Users under the terms of the User Agreement, or (b) with respect to a Misuse Allegation Findings Report for Users and PTRS Users, a determination by the NUE by a preponderance of the evidence that the Access Requirement is satisfied and has not been not violated.

Affirmative Administrator PTRS User Service Finding shall mean a finding by the NUE in an Administrator PTRS User Service Findings Report that the NUE had made an Affirmative Permitted User Finding, an Affirmative Data Provisioning Finding, an Affirmative Pricing Finding, and an Affirmative Payment Finding with respect to each applicable and relevant NUE Review conducted.

Affirmative Content Requirement Finding shall mean either (a) with respect to an Administrator PTRS User Service Findings Report, a determination by the NUE that there is not clear and convincing evidence that the Content Requirement is not satisfied, that is, there is not clear and convincing evidence that the content of User Data obtained for and used in connection with the Administrator PTRS User Service, including but not limited to its form and character, the fields included therein, and the manner in which it can be read, is not exactly the same as is available to all other Users under the terms of the User Agreement, or (b) with respect to a

{00522950:}

Misuse Allegation Findings Report for Users and PTRS Users, a determination by the NUE by a preponderance of the evidence that the Content Requirement is satisfied and has not been not violated.

Affirmative Data Provisioning Finding shall mean either (a) with respect to an Administrator PTRS User Service Findings Report, a determination by the NUE that there is not clear and convincing evidence that either (1) the Content Requirement is not satisfied, that is, there is not clear and convincing evidence that the content of User Data obtained for and used in connection with the Administrator PTRS User Service, including but not limited to its form and character, the fields included therein, and the manner in which it can be read, is not exactly the same as is available to all other Users under the terms of the User Agreement (an “Affirmative Content Requirement Finding”) or (2) the Access Requirement is not satisfied, that is, there is not clear and convincing evidence that the method, manner, mode, and connectivity to the NPAC/SMS to obtain the User Data obtained for and used in connection with the Administrator PTRS User Service are not exactly the same as are available to all other Users under the terms of the User Agreement (an “Affirmative Access Requirement Finding”), or (b) with respect to a Misuse Allegation Findings Report for Users and PTRS Users, a determination by the NUE by a preponderance of the evidence that both the (1) the Content Requirement is satisfied and has not been not violated (an “Affirmative Content Requirement Finding”) and (2) the Access Requirement is satisfied and has not been not violated (an “Affirmative Access Requirement Finding”).

Affirmative Direct Test Finding shall mean either (a) with respect to an Administrator PTRS User Service Findings Report, a determination by the NUE that there is not clear and convincing evidence that the Direct Test is not satisfied, that is, there is not clear and convincing evidence that any pricing term or condition set forth in an Administrator PTRS User Services Contract by and between Contractor or an Affiliate of the Contractor as a User and its customer for the provision of an Administrator PTRS User Service to that customer, or any extension of any economic benefit to that customer set forth in the Administrator PTRS User Service Contract, is expressed in the Administrator PTRS User Services Contract as directly related to either (1) the number of TN Porting Events of such customer, or (2) the allocated share of Service Element Charges under the Allocation Model for such customer as an Allocated Payor for Services, or (3) any charges that have been or are assessed or assessable under a User Agreement to or against

{00522950:}

such customer who is also a User under a User Agreement, or (b) with respect to a Misuse Allegation Findings Report for Users and PTRS Users, a determination by the NUE by a preponderance of the evidence that that the Direct Test is satisfied and has not been not violated.

Affirmative Indirect Test Finding shall mean either (a) with respect to an Administrator PTRS User Service Findings Report, a determination by the NUE that there is not clear and convincing evidence that the Indirect Test is not satisfied, that is, there is not clear and convincing evidence that any pricing term or condition or any economic benefit is provided or extended to an Administrator PTRS User Services customer with respect to an Administrator PTRS User Service that is not incorporated in a written Administrator PTRS User Service Contract for that Administrator PTRS User Service to that customer, and there is not clear and convincing evidence that any pricing term and condition or any economic benefit provided or extended to an Administrator PTRS User Service customer is related to either (1) the number of TN Porting Events of the Administrator PTRS User Service Contract customer, or (2) the allocated share of Service Element Charges under the Allocation Model for such customer as an Allocated Payor for Services, or (3) any charges that have been or are assessed or assessable under a User Agreement to or against such customer who is also a User under a User Agreement or (b) with respect to a Misuse Allegation Findings Report for Users and PTRS Users, a determination by the NUE by a preponderance of the evidence that that the Indirect Test is satisfied and has not been not violated.

Affirmative Invoice Requirement Finding shall mean either (a) with respect to an Administrator PTRS User Service Findings Report, a determination by the NUE that there is not clear and convincing evidence that the Invoice Requirement is not satisfied, that is, there is not clear and convincing evidence that all applicable invoices have been issued to Contractor and each Affiliate of Contractor that is a User and that those invoices contain all applicable charges under Exhibit E of the Master Agreement or (b) with respect to a Misuse Allegation Findings Report for Users and PTRS Users, a determination by the NUE by a preponderance of the evidence that that the Invoice Requirement is satisfied and has not been not violated.

Affirmative Misuse Allegation Finding shall mean a finding by the NUE that a User or a PTRS User (i) has failed to meet or is failing to meet the Permitted Use Requirement, Data Provisioning Requirement, Pricing Requirement, or Payment Requirement, or (ii) has breached

{00522950:}

the terms and provision of the User Agreement or the PTRS User Agreement with respect to restrictions on the use of User Data.

Affirmative Payment Finding shall mean either (a) with respect to an Administrator PTRS User Service Findings Report, a finding by the NUE that there is not clear and convincing evidence that either (1) the Invoice Requirement is not satisfied, that is, there is not clear and convincing evidence that all applicable invoices have been issued to Contractor and each Affiliate of Contractor that is a User and that those invoices contain all applicable charges under Exhibit E of the Master Agreement (an “Affirmative Invoice Requirement Finding”) or (2) the Actual Payment Requirement is not satisfied, that is, there is not clear and convincing evidence that full and timely payment or accounting treatment by Contractor and each Affiliate of Contractor that is a User of all applicable charges under the User Agreement has actually occurred (an “Affirmative Payment Finding”), or (b) with respect to a Misuse Allegation Findings Report for Users and PTRS Users, a determination by the NUE by a preponderance of the evidence that both (1) the Invoice Requirement is satisfied and has not been violated (an “Affirmative Invoice Requirement Finding”), and (2) the Actual Payment Requirement is satisfied and has not been violated (an “Affirmative Payment Finding”).

Affirmative Permitted Use Finding shall mean a finding by the NUE under a Permitted User Review that the Permitted Use Requirement is satisfied, and, in the case of a Misuse Allegation, that the Permitted Use Requirement has not been violated.

Affirmative Pricing Finding shall mean either (a) with respect to an Administrator PTRS User Service Findings Report, a finding by the NUE that either (1) the Direct Test is not satisfied, that is, there is not clear and convincing evidence that any pricing term or condition set forth in an Administrator PTRS User Services Contract by and between Contractor or an Affiliate of the Contractor as a User and its customer for the provision of an Administrator PTRS User Service to that customer, or any extension of any economic benefit to that customer set forth in the Administrator PTRS User Service Contract, is expressed in the Administrator PTRS User Services Contract as directly related to either (i) the number of TN Porting Events of such customer, or (ii) the allocated share of Service Element Charges under the Allocation Model for such customer as an Allocated Payor for Services, or (iii) any charges that have been or are assessed or assessable under a User Agreement to or against such customer who is also a User

{00522950:}

under a User Agreement (an “Affirmative Direct Test Finding”) or (2) the Indirect Test is not satisfied, that is, there is not clear and convincing evidence that any pricing term or condition or any economic benefit is provided or extended to an Administrator PTRS User Services customer with respect to an Administrator PTRS User Service that is not incorporated in a written Administrator PTRS User Service Contract for that Administrator PTRS User Service to that customer, and there is not clear and convincing evidence that any pricing term and condition or any economic benefit provided or extended to an Administrator PTRS User Service customer is related to either (i) the number of TN Porting Events of the Administrator PTRS User Service Contract customer, or (ii) the allocated share of Service Element Charges under the Allocation Model for such customer as an Allocated Payor for Services, or (iii) any charges that have been or are assessed or assessable under a User Agreement to or against such customer who is also a User under a User Agreement (an “Affirmative Indirect Test Finding”) or (b) with respect to a Misuse Allegation Findings Report for Users and PTRS Users, a determination by the NUE by a preponderance of the evidence that both (1) the Direct Test is satisfied and has not been violated (an “Affirmative Direct Test Finding”) and (2) the Indirect Test is satisfied and has not been violated (an “Affirmative Indirect Test Finding.”

Affirmative PTRS or TSP Permitted Use Finding shall mean a finding by the NUE in a Misuse Allegation Findings Report (i) with respect to a User that is categorized as either a PTRS or TSP and (ii) that implicates the Permitted Use Requirement that the NUE has determined the User’s need to access any part of the NPAC/SMS and its actual use of User Data as described in the Misuse Allegation satisfies and does not violate the Permitted Use Requirement.

Agreement shall mean all the terms and conditions contained herein, including any Statement of Work, Amendment, and any Exhibit, appendix, attachment or documents referenced herein or incorporated herein by reference, including any and all amendments to this Agreement and each of the foregoing instruments. In the event of a conflict between or among the terms and conditions contained herein, in any Statement of Work, Amendment, or any such Exhibit, appendix or attachment, the following shall control in descending order of precedence: (a) any Statement of Work (but only with respect to the subject matter thereof), (b) all Exhibits, with the exception of Exhibit A and Exhibit D, (c) the terms and conditions of this Agreement, (d) Exhibit D - Response to RFP, and (e) Exhibit A - Request for Proposal. To the extent the Parties disagree as to the order of precedence between the terms and conditions of this Agreement, the

{00522950:}

Exhibits, or any documents referenced herein or incorporated by reference, in the event of a conflict, the Parties shall follow the Dispute Resolution Process set forth in Section 30.1.

[REDACTED]

Allocable Charges shall mean those charges billable to Allocated Payors in the Region.

Allocable Share shall mean the share of each Allocated Payor's Allocable Charges, which shall be computed in accordance with the Allocation Model.

Allocated Payors shall mean those entities that Contractor is entitled to invoice for Allocable Charges in the Region under the Cost Recovery Rules.

[REDACTED]

Allocation Model shall mean the price allocation algorithm set forth in the Cost Recovery Rules ("Mandated Allocation Model"), which shall specify (i) which charges associated with number portability shall be allocated among Allocated Payors; and (ii) the method of allocation to be used for such charges and any other amounts which may appropriately be billed to Allocated Payors or to Users hereunder or under the NPAC/SMS User Agreements and with respect to which Contractor requests billing or allocation instructions from Customer.

Alternate Data Center shall mean the NPAC/SMS Data Center that provides complete functional and operational redundancy with the Primary Data Center for the purpose of failing over the Service and/or Ancillary Services if determined by Contractor that the Primary Data Center cannot perform.

{00522950:}

AltSPID shall mean the Alternate Service Provider Identification.

Ancillary Services shall mean the WDNC Services, the ELEM Services, and any additional services or functionality approved by Customer under this Agreement that are not included in Services.

Ancillary Services Acceptance shall mean acceptance of Ancillary Services as shall be deemed to have been achieved by completion of the tasks listed in Section 7.4.4 on or before the Ancillary Services Availability Date.

Ancillary Services Agreement shall mean either a WDNC Services Agreement or an ELEM Services Agreement.

Ancillary Services Availability Date shall mean the date of the availability of Ancillary Services, which Contractor may communicate to prospective users of Ancillary Services in advance of the Final Acceptance Date in consultation with the TOM.

Ancillary Services Reports shall mean those Reports issued by Contractor and delivered or made available to Ancillary Services Users.

Ancillary Service Users shall mean the users of Ancillary Services.

[REDACTED]

Annual Financial Certification shall mean the certification prepared by the Chief Financial Officer of Contractor and delivered by Contractor to Customer within 120 Calendar Days following the close of Contractor's annual fiscal twelve-month year that certifies to the knowledge of the Chief Financial Officer that Contractor's financial records as provided to its parent company present fairly, in all material respects, the financial position of the Contractor as of the end of such fiscal year and the related results of its operations and cash flows for such

{00522950:}

fiscal year, all in conformity with accounting principles generally accepted in the United States of America and consistently applied.

[REDACTED]

Annual Report shall mean the report of Contractor's parent company prepared by an outside independent auditor and provided by Contractor to Customer within 120 Calendar Days following the close of Contractor's annual fiscal twelve-month year and under which Contractor's financials are consolidated for the fiscal period. Unless Contractor otherwise provides notice to Customer in writing substantiating the change, the parent company under which Contractor's financials are consolidated is Telefonaktiebolaget LM Ericsson.

Applicable Billable Year shall mean, with respect to computing the Regional Applicable Year Flat Fee Base in the Region, a consecutive twelve month period, consisting of 365 Calendar Days, during which the Services provided are being billed.

Applicable Billable Year All-Region Flat Fee shall mean, with respect to computing the Regional Applicable Year Flat Fee Base in the Region, the fee set forth in the table in Section 5.2.2.1 for each Applicable Billable Year.

Applicable Reduction Period shall mean, with respect to computing the Regional Monthly Allocated Charges for each Applicable Billable Year, the 12 successive Calendar Month period for which the Regional Monthly Allocable GEP Price Reduction is computed and applied.

Applicant shall mean an individual, corporation, partnership, association, or entity that completes a New User Application requesting either Services or PTRS User Services from Contractor with respect to the Region.

Approved Subcontractor(s) shall mean those Subcontractors identified on Exhibit Q, Approved Subcontractor List.

{00522950:}

[REDACTED]

Associated EP shall mean that specific Evaluation Period used in determining the GEP Reductions that are allocated over the specific associated Applicable Reduction Period.

[REDACTED]

Audit of Charges Plan shall mean the plan for conduct of the Audit of Charges, as approved by Customer.

[REDACTED]

[REDACTED].

Authorized Supporting Organization (ASO) shall mean an entity authorized or mandated by statute of the United States, or a State or political subdivision thereof, to operate as, or to maintain, a clearinghouse of information and data to be shared with LEAs or PSAP Providers, or both, in connection with law enforcement investigations or the administration of a PSAP.

Background Check shall mean an investigation by Contractor or its designee on all individuals considered for assignment to provide Services [REDACTED]

{00522950:}

Benchmark shall mean a comparison measurement utilized in the Benchmarking Process.

Benchmark Information shall mean the objective Third Party information that will be required to conduct or support a Benchmark jointly determined by Customer and Contractor.

Benchmarker shall mean the person or persons designated and qualified to conduct the Benchmarking under the terms of Section 11.2.

Benchmarking or Benchmarking Process shall mean the objective measurement and comparison process, including the scope and the frequency, utilizing as the baselines the Specifications, the Service Level Requirements established set forth in Exhibit G - Service Level Requirements, and the Covenants and Agreements of the Contractor set forth in Section 3.2, as the same may be amended from time to time, jointly established by Customer and Contractor in order to ensure that Contractor provides Customer and Users with technology and service level standards equal to or greater than other organizations providing similar services, and at a fair and competitive price.

Benchmarking Results shall mean the written report produced by the Benchmarker within 30 Business Days after the completion of the Benchmarking Process that details the results thereof, including deficiencies and recommended corrective action, together with supporting schedules and documentation.

[REDACTED]

[REDACTED]

Billing and Collections System shall mean a system and process utilized by Contractor for billing for and collection payments with respect to Services and Ancillary Services, and satisfying the requirements set forth in Exhibit E, attached hereto and made a part hereof.

{00522950:}

Billing Cycle shall mean any calendar month, or portion thereof, during which Services are rendered hereunder.

Billing Email Address shall mean an email address provided by a User to Contractor to inform User of the posting of Monthly Invoices.

Business Continuity Exercise Report shall mean the report prepared by Contractor after conducting an annual exercise pursuant to the Business Continuity Plan [REDACTED]
[REDACTED]
[REDACTED]

Business Continuity Plan shall mean the plan that Contractor shall maintain and enforce at the NPAC/SMS Data Centers and its other locations providing services or Facilities in connection with the NPAC/SMS, that conforms to the requirements of Section 4.3 of Exhibit A – Request for Proposal, the procedures set forth at Section 4.3 of Exhibit D – Response to RFP, and the Selection Order, and that includes exercises to test the sufficiency of the plan.

Business Day(s) shall mean Monday through Friday of each week, excluding New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and December 25th. Unless otherwise expressly stated herein, this definition of Business Days shall not change or supersede a definition of Business Days set forth in the FRS, the IIS, or the any other Specifications with respect to timers.

Calendar Day(s) shall mean all days other than Business Days.

Calendar Year shall mean 12 consecutive Calendar Months commencing on January 1.

Change Management Process shall mean that process, reflected in M&Ps, formulated, adopted, maintained, and implemented by Contractor for all Specifications satisfying the requirements of the Inter-Service Provider LNP Operations Flows – Narratives Version 4.2.1 and the NANC Operations Flows.

{00522950:}

Change Order shall mean an order authorizing or directing a change or modification of the NPAC/SMS, including Enhancements or Additional Services.

Code of Conduct shall mean the specific code of conduct as required by the Selection Order relating to Contractor to ensure that Contractor is and remains a Neutral Third Party.

[REDACTED]

Commercial Launch or Commercially Launched shall mean, with respect to the NUE Reviews of a New Administrator PTRS User Service, the date and time that Contractor or any Affiliates of Contractor (1) make actual provision of a New Administrator PTRS User Service or an announcement of a clear and unambiguous intent to provide a New Administrator PTRS User Service in an immediately deployable and useable capability, or (2) the offering of a New Administrator PTRS User Service prior to an immediately deployable and useable capability, but as part of a test or beta offering (if such test or beta offering uses User Data); provided, however, this shall not include the announcement of a possible or potential New Administrator PTRS User Service that is not yet deployable, usable or being provided to Third Parties in a test or beta mode (if such test or beta offering does not use User Data).

Commercially Reasonable Efforts shall mean taking such steps and endeavoring to perform in such a manner as a well-managed business would undertake where it was acting in a determined, prudent and reasonable manner, taking into account all then-known facts and circumstances, including limitations on resources, and the costs associated with acquiring additional resources, to achieve a particular result for its own benefit and maintaining minimum customary margins.

Commission or FCC shall mean the Federal Communications Commission and any of its departments, bureaus, committees, or organizations to which it has delegate authority.

Commission Reports shall mean Reports delivered or made available to the Commission.

{00522950:}

[REDACTED]

[REDACTED]

Confidential Designation Notice shall mean a written notice provided by either Party to the other Party at any time that corrects any failure to designate information provided to the other Party as “confidential” and/or “proprietary” by designating such information as Confidential Information or Highly Confidential Information.

Confidential Information shall mean all information, materials and documents that relate to the Agreement, the subject matter of the Agreement or the performance by the Disclosing Party of its obligations thereunder, which is disclosed or otherwise provided by the Disclosing Party to the Receiving Party on or after the Effective Date (in writing, electronically, orally, or in any other form, tangible or intangible, except that with respect to oral or intangible disclosures, the substance of which disclosure must be memorialized in writing and delivered to the receiving party within 14 Calendar Days of the initial disclosure) and that is marked as “confidential” and/or “proprietary,” including, without limitation, Software, proprietary aspects of the functional requirements and the systems interface, pricing and financial information, customer records of either Party or of any Users; provided, however, that the terms and conditions of the Agreement and all NPAC Data constitute Confidential Information regardless of whether it is marked as “confidential” and/or “proprietary.”

Connectivity Testing shall have the meaning set forth in the Acceptance Test Plan, whereby the Contractor confirms that the User or PTRS User has a working communications link(s) between the User’s or PTRS User’s SOA or LSMS test system and the Contractor’s NPAC/SMS test system.

Content Requirement shall mean that Data Provisioning Requirement under which the content of User Data obtained for and used in connection with an Administrator PTRS User Service,

{00522950:}

including but not limited to its form and character, the fields included therein, and the manner in which it can be read is exactly the same as is available to all other Users under the terms of the User Agreement.

Continental United States shall mean the 48 contiguous states of the United States and the District of Columbia, that is, all states of the United States other than Hawaii and Alaska and expressly not including any Territories of the United States.

Continuous Certification Testing Process shall mean the testing process which all Users and PTRS Users employing the mechanized SOA or LSMS interface must complete under the terms of Section 7.6.

Contractor shall mean Telcordia Technologies, Inc. dba iconectiv, a Delaware corporation, and its permitted successors, assigns, agents, and Approved Subcontractors listed on Exhibit Q.

[REDACTED]

Contractor's Affiliate shall mean an individual, corporation, partnership, association or other entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual, corporation, partnership, association or other entity specified. For purposes of the foregoing sentence, "control" of an entity and its derivatives shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the entity, whether through legal, beneficial or equitable ownership, directly or indirectly, of the outstanding voting capital stock (or other ownership interest, if not a corporation) of an entity, by contract or otherwise. Contractor's Affiliate shall also include any User or PTRS User that is neither the Contractor nor an Affiliate of the Contractor but which becomes either the Contractor or an Affiliate of the Contractor as a result of its acquisition by or association with the Contractor or an Affiliate of the Contractor, and the event which results in the User or PTRS User becoming either the Contractor or an Affiliate of the Contractor shall be

{00522950:}

referred to as an “Affiliation Event.” An entity shall not become Contractor or an Affiliate of the Contractor solely because of an ownership (equity or voting) interest of ten percent or less.

Contractor’s Auditor shall mean the regular independent auditor engaged by Contractor who shall also conduct the WDNC Cost Review and the ELEP Cost Review.

Contractor’s Employee(s) shall mean all Personnel furnished by Contractor to discharge the scope of work set forth in Article 3 and to perform Services, Ancillary Services, and Additional Services hereunder.

[REDACTED]

Contractor Intellectual Property shall mean all Contractor Pre-Existing and Independently Created Intellectual Property and Contractor created Improvements.

Contractor Personnel shall mean any person employed or otherwise engaged by the Contractor, that has physical and/or logical access to Confidential Information and/or to systems that contain such Confidential Information, and/or the employees of any Subcontractors that have, physical and/or logical access to Confidential Information and/or to systems that contain such Confidential Information.

Contractor Project Executives and Customer Project Executives shall mean those individuals appointed by the respective Parties who, from the Effective Date of the Agreement, shall serve as the primary contact for each respective Party with the other Party.

Contractor’s Proposal shall mean Contractor’s RFP Response shown on Exhibit D and all other written responses submitted during the RFP process.

Contractor’s Supply Chain Risk Management Process shall mean Contractor’s supply chain standards and procedures [REDACTED].

{00522950:}

Core Subcontractor shall mean any Subcontractor that performs core LNP functions (as that term is used in FCC 15-35 para. 177).

Cosmetic Defect shall mean a Defect other than a Critical Defect, a High Defect, or a Medium Defect, as defined in Section 13.1.

Cost(s) shall mean, for the purpose of determining the aggregate amount of WDNC Charges or ELEP Charges, respectively, those substantiated and documented costs that have been directly incurred or will be incurred by Contractor as a result of providing a WDNC Service or ELEP Service, respectively.

Cost Recovery Rules shall mean the most current and applicable and binding federal statutes, rules and regulations, and orders of the Commission.

Covered Services shall mean the Services, Ancillary Services, Transition Services, and Additional Services.

[REDACTED]

[REDACTED]

Cumulative Findings shall mean one of two determinations by the NUE (either affirmative or negative) following a relevant NUE Review in its Findings Statement in an Administrator PTRS User Service Findings Report or a Misuse Allegation Findings Report.

Cured, when capitalized, shall have the meaning as defined in each Section in which it is used.

Custom Enhancement shall mean any Enhancement made by Contractor at the request of Customer in this Region in order to adapt the NPAC/SMS Software or any other aspect of the

{00522950:}

NPAC/SMS to Customer's specific requirements in this Region, which Enhancements will have no utility or limited utility to other customers, TSPs or other Users in other regions of the United States in which Contractor provides similar services in accordance with procedures set forth in Article 16.

Customer shall mean the North American Portability Management LLC, a Delaware limited liability company, and its permitted successors or assigns.

Customer Evaluation shall mean one of the following, depending on the context: (i) the conduct by Customer of a Permitted Use Review with respect to a New User Application and the issuance of a PTRS User Findings Report with respect to that Permitted Use Review in accordance with the requirements of Section 6.2.6.1.2.2; (ii) the conduct by Customer of one or more NUE Review with respect to a particular Administrator PTRS User Service at issue and the issuance of an Administrator PTRS User Services Findings Report with respect to each of those NUE Reviews of the Administrator PTRS User Service in accordance with the requirements of 6.2.6.3.2.2; (iii) the conduct by Customer of a Permitted Use Review with respect to an existing User or PTRS User and the issuance of a Misuse Allegation Findings Report with respect to that Permitted Use Review in accordance with the requirements of Section 6.2.6.4.3.2; or (iv) the conduct by Customer of NUE Reviews with respect to a particular Administrator PTRS User Service at issue and the issuance of a Misuse Allegation Findings Report with respect to each of those NUE Reviews of the Administrator PTRS User Service in accordance with the requirements of Section 6.2.6.4.3.2.

Customer List shall mean the complete list of all existing customers of the Neustar NPAC/SMS and Ancillary Services to be compiled by Contractor pursuant to Section 7.5.

Customer Reports shall mean Reports delivered or made available to Customer by Contractor.

Customer's Administrator PTRS User Service Findings Report shall mean the Administrator PTRS User Services Findings Report issued by Customer, within 30 Calendar Days after receipt from Contractor of a New User Application and all supporting documentation and substantiation required under the NUE Process M&P to conduct a Customer Evaluation.

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

Customer’s Misuse Allegation Findings Report shall mean the report issued by Customer within 30 Calendar Days after its receipt from Contractor of a New User Application and all supporting documentation and substantiation required under the NUE Process M&P in order to conduct a Customer Evaluation in accordance with the requirements of Section 6.2.6.4.3.2.

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

Customer's PTRS User Findings Report shall mean the report issued by Customer within 30 Calendar Days after its receipt from Contractor of a New User Application and all supporting documentation and substantiation required under the NUE Process M&P in order to conduct a Customer Evaluation in accordance with the requirements of Section 6.2.6.1.2.2.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

Data Provisioning Requirement(s) shall mean the Content Requirement and/or the Access Requirement reviewed by the NUE in its Data Provisioning Review.

Data Provisioning Review shall mean a review of the Data Provisioning Requirements at the times listed in Section 6.2.2.2.

Default shall mean conduct any of the actions set forth in Section 19.5.

Defect shall mean, collectively or individually, a failure of the NPAC/SMS to comply with the Specifications, any error or mistake in any Documentation, and shall include Critical Defects, High Defects, Medium Defects and Cosmetic Defects.

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Deliverables shall mean Documentation, including escrowed proprietary technical manuals and documentation, and other materials developed for or delivered by Contractor to Customer or available for use by Users under this Agreement or under any Statement of Work issued hereunder.

[REDACTED]

Designated Federal Agency shall mean any federal agency designated by the Commission and set forth in Highly Confidential Exhibit R-5, which the Commission shall update from time-to-time.

{00522950:}

Direct Charges shall mean the specific amounts set forth in the Direct Charges Table set forth in Exhibit E assessed to an Allocable Payor in each Applicable Billable Year in the Region.

Direct Charge Elements shall mean the elements included in the Direct Charges Table set forth in Exhibit E that make up the Direct Charges assessed to an Allocable Payor.

[REDACTED]

Direct Test shall mean that Pricing Requirement under which no pricing term or condition set forth in a contract for Administrator PTRS User Services by and between Contractor as a User and a customer for the provision of an Administrator PTRS User Service to that customer and no extension of any economic benefit to that customer set forth in the contract is expressed in the contract as directly related to either (1) the number of TN Porting Events of such customer, or (2) the Allocable Share of Service Element Charges under the Allocation Model for such customer as an Allocated Payor for Services or Direct Charges, or (3) any charges that have been or are assessed or assessable under a User Agreement to or against such customer who is also a User under a User Agreement.

Director Level shall mean an individual in Contractor's organization that represents the first supervisory level of personnel to be contacted for escalation of a Reporting Event set forth in Section 13.3.1.

[REDACTED]

Disaster Recovery and Backup Exercise Report shall mean the report prepared by Contractor and provided to Customer [REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

Disaster Recovery Requirements shall mean the requirements set forth in the disaster recovery and back-up processes specified in the Specifications, Exhibit G – Service Level Requirements, the requirements of Section 3.6.13 of Exhibit A – TRD, the procedures set forth in Section 12.1 of the TRD of Exhibit D – Contractor Response to RFP, and the Selection Order.

Disclosing Party shall mean the Party disclosing or otherwise providing Confidential Information to the Receiving Party.

Dispute Resolution Process shall mean that process set forth in Section 30.1.

Documentation shall mean technical or user manuals and other similar written reference or instructional materials that relate to the Users’ use or operation of NPAC/SMS, including but not limited to all User M&Ps.

Effective Date shall mean the date set forth in the preamble to this Agreement.

Electronic Bulletin Board shall mean the portion of Contractor’s website where Contractor may post information and notice of any proposed Additional Services, Enhancements, Custom Enhancements, and/or Maintenance Modifications to the NPAC/SMS.

[REDACTED]

ELEP Charges shall mean the compensation due from Qualified Recipients to Contractor for Contractor’s provision of the ELEP Service.

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ELEP Service shall mean the Ancillary Service provided by Contractor pursuant to Section 18.7.2.

ELEP Service Agreement shall mean an agreement satisfying the requirements of and as defined in Section 18.7.2.2 and providing for ELEP Services.

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

ELEP User shall mean a Qualified Recipient of ELEP Services pursuant to an ELEP Service Agreement.

[REDACTED]

[REDACTED]

End User Revenue shall mean the sum of all intrastate, interstate, and international end-user telecommunications revenues derived by a TSP as such revenues are used in the Cost Recovery Rules and as are reported on the most current submitted Telecommunications Reporting Worksheet, FCC Form 499-A, as such form may be revised, amended, or superseded.

Enhanced Law Enforcement Platform (ELEP) shall mean the platform separate from the NPAC/SMS and Services through which Contractor shall provide the ELEP Service, satisfying the requirements of REQ 1 through REQ 21 of Section 11.2 of Exhibit A - Request for Proposal and Section 12.1 of the TRD in Exhibit D, Contractor Response to RFP, attached hereto and made a part hereof, that satisfies the requirements and conditions set forth in Section 18.7.2.1.

Enhancements shall mean changes or additions, other than Maintenance Modifications, to the NPAC/SMS Software or any other aspect of the NPAC/SMS, and related Documentation, including all new Releases, and Custom Enhancements, that improve, modify, or alter existing functions, add new functions, or significantly improve, modify, or alter performance, whether by changes in design, coding, organization or any other means.

Escrow Agent shall mean the agent identified in an escrow agreement with Contractor that shall manage the escrow account holding all Escrowed Materials.

{00522950:}

[REDACTED]

Evaluation Period or EP shall mean a specific 12 consecutive Calendar Month period used in measuring Contractor's satisfaction of the GEP Elements shown and described on Exhibit K as part of the GEP.

Existing Administrator PTRS User Services shall mean the current Administrator PTRS User Services of Contractor and all Affiliates of Contractor that have already received a Commercial Launch.

Explanation of the Findings Statement shall mean the summary of the reasons for a Findings Statement made by the NUE following an applicable NUE Review and contained in an applicable Findings Report.

Express Statutory Mandate shall mean a requirement or allowance of a statute of the United States or a State or political subdivision thereof that an entity shall or may be an Authorized Supporting Organization.

Facilities shall mean all utilities, hardware, peripherals, communications equipment and services, and other facilities used by Contractor at its NPAC/SMS Data Centers to provide Services and Ancillary Services under this Agreement, including, without limitation, the points of presence required to be provided by Contractor in the Region pursuant to Section 12.13 of Exhibit A - Request for Proposal, to which Users can connect to the NPAC/SMS, and other points of presence that may be provided pursuant to a Statement of Work if the Region is expanded as contemplated in the definition thereof in Article 16, and including but not limited to the NPAC/SMS Data Centers.

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

Final Acceptance shall mean the time at which the NPAC/SMS, including the provision of all Services and Ancillary Services, shall be deemed to have been accepted in all Regions as specified in Section 7.4.5.

Final Acceptance Date shall mean the date that Final Acceptance is scheduled to occur pursuant to Article 7 as set forth in the Transition Milestones, as such date may be extended by Delay Extensions pursuant to Article 19.

Findings Report(s) shall mean specific separate reports rendered by the NUE as part of an NUE Review or a combination of NUE Reviews.

Findings Statement shall mean a statement in a Findings Report consisting of Cumulative Findings and/or a Separate Finding for each of the separate NUE Reviews conducted.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

First LNP Order shall mean the order in which the Commission concluded that it is in the public interest to manage the porting of local numbers through regional databases administered by one or more neutral parties.

First Successor NUE shall mean the first successor to the Initial NUE.

{00522950:}

Force Majeure Event shall mean an event set forth in Section 19.8 that causes a failure or delay by Customer, a User, or Contractor in the performance of its obligations under the Agreement that shall not be deemed a Default to the extent such failure or delay was beyond the reasonable control of such Party and without any fault or negligence of such Party and cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, work-around plans or other means; [REDACTED]

Fully Onboarded shall mean the status of those Users, PTRS Users, and Ancillary Service Users that have completed the Onboarding Process and, if applicable, the connectively process.

Functional Testing shall mean one of two types of testing in Acceptance Testing that is conducted in order to validate that Contractor has provided capabilities that adhere to the those specific Acceptance Test Specifications as referenced in the Specifications column of the Acceptance Test Matrix.

[REDACTED]

[REDACTED]

Gateway Evaluation Process (GEP) shall mean the process used to measure Contractor's satisfaction of the GEP Elements during an Evaluation Period.

[REDACTED]

[REDACTED].

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

Go-Live Region 1 shall mean Go-Live Region 1 on the Transition Milestones attached as Exhibit F.

Go-Live Regions 2-7 shall mean Go-Live Regions 2-7 on the Transition Milestones attached as Exhibit F.

Good Industry Practice shall mean using standards, practices, methods and procedures, and exercising that degree of skill and care, diligence, prudence and foresight as is normally provided by a skilled and experienced organization which provides services that are relatively similar to the Services under circumstances that are relatively similar, including terms and limitations similar to the terms and limitations set forth in this Agreement.

HelpDesk M&P Document shall mean the M&P prepared, issued, and implemented by Contractor expressly dealing with the HelpDesk Service.

HelpDesk Service shall mean helpdesk service that satisfies the minimum requirements of Section 6.5 of Exhibit A - Request for Proposal and Section 12.1 of the TRD in Exhibit D, Contractor Response to RFP, attached hereto and made a part hereof, and as set forth in Section 10.4.

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED] For the sake of clarity, the individual representatives of Members of the NAPM LLC that are designated by the NAPM LLC, with the consent of the Commission and the consent of the Contractor, which shall not be unreasonably withheld, shall be parties authorized to access Highly Confidential Information under this Agreement.

I/G SPCRT shall mean, collectively, the NPAC/SMS Individual Service Provider Certification and Regression Test Plan and Group Service Provider Certification and Regression Test Plan.

[REDACTED]

Improvements shall mean findings, improvements, Enhancements, discoveries, inventions, additions, modifications, formulations, derivative works or changes (whether or not patented or patentable) with respect to the Intellectual Property developed after the Effective Date of this Agreement in connection with or pursuant to the terms and conditions of this Agreement.

[REDACTED]

Independently Created Intellectual Property shall mean Intellectual Property owned by either Party that arises exclusively as a result of independent development by either Party and not as a

{00522950:}

result of the performance of this Agreement or of either Party's exposure to any Confidential Information or other Intellectual Property of the other.

Indirect Test shall mean that Pricing Requirement under which no pricing term or condition and no economic benefit is provided or extended to an Administrator PTRS User Services customer with respect to an Administrator PTRS User Service that is not incorporated in a written Administrator PTRS User Service contract for that Administrator PTRS User Service to that customer, and no pricing term and condition and no economic benefit provided or extended to an Administrator PTRS User Service customer is related to either (1) the number of TN Porting Events of such customer, or (2) the Allocable Share of Service Element Charges under the Allocation Model for such customer as an Allocated Payor for Services or Direct Charges, or (3) any charges that have been or are assessed or assessable under a User Agreement to or against such customer who is also a User under a User Agreement.

[REDACTED]

Initial Neutrality Legal Opinion shall mean a Neutrality Legal Opinion that meets the requirements of Section 17.3 and is in the form of the attached Exhibit N.

Initial NUE shall mean the NUE that the Parties shall jointly agree to appoint in writing no later than ninety Business Days prior to Go-Live Region 1 as set forth in the Transition Milestones, subject to the requirements of Section 6.2.5.

Initial Term shall mean the term commencing as of the Effective Date and ending on the fifth anniversary of the Actual Final Acceptance Date.

[REDACTED]

{00522950:}

Intellectual Property shall mean rights under patents, copyrights, trade secret law, and any other statutory provision or common law doctrine, relating to rights in and to Software, designs, formulas, procedures, methods, ideas, inventions and improvements, works of authorship and other material, recordings, graphs, drawings, reports, analyses, other writings, any information in any form and other property of any type not specifically listed herein, whether or not the foregoing are protected or protectable under Intellectual Property rights now or in the future.

Intermodal Ported Telephone Number Identification Service shall mean the WDNC Service.

Intermodal Ports shall mean wireline to wireless ports and wireless to wireline ports.

Invoice Requirement shall mean the requirement included in the Payment Review that PTRS Monthly Invoices were issued to Contractor and each Affiliate of Contractor that is a PTRS User to confirm that those PTRS Monthly Invoices contain all applicable charges under the PTRS User Agreement.

IVR or NPAC/SMS IVR shall mean that interactive voice response system required to comply with the requirements of Section 6.9 of Exhibit A, Request for Proposal, and shall not include the ELEP Service.

[REDACTED]

[REDACTED]

Law Enforcement Agencies (LEAs) shall mean agencies, or officers thereof, of the United States or of a State or political subdivision thereof that are empowered by law to conduct investigations of or to make arrests for violations of federal, state or local laws.

[REDACTED]

{00522950:}

[REDACTED]

Legal Opinion shall mean (1) a written communication, (2) that is delivered to Customer expressly for the purpose required under this Agreement for such Legal Opinion and for use in determining the question which is the subject matter of the Legal Opinion, (3) that is prepared by a person licensed and in good standing to practice law in any state of the United States and who represents the Respondent, and (4) that constitutes a third party legal opinion governed by and subject to the RESTATEMENT (THIRD) OF THE LAW GOVERNING LAWYERS and the Opinion Accord of the American Bar Association Section of Business Law (1991).

[REDACTED]

[REDACTED]

[REDACTED]

LNP shall mean Local Number Portability.

{00522950:}

LNPA shall mean the Local Number Portability Administrator of the NPAC/SMS.

LNPA-Working Group shall mean the Local Number Portability Administration Working Group.

Logical Access shall mean interactions with NPAC/SMS hardware through remote access.

LRN shall mean a Local Routing Number.

LSMS shall mean a User's Local Service Management System or its equivalent, including all software, minicomputers, front-end processors, workstations, computers, terminals, local area network ("LAN") servers and associated peripheral equipment, lines and cabling used to connect and transmit data to and from the NPAC/SMS and other Users.

LTI shall mean low tech interface.

M&P shall mean a Methods and Procedures document.

Maintenance Modifications shall mean any modifications or revisions, other than Enhancements, to the NPAC/SMS Software or Documentation that correct Defects, support new Releases of the operating systems with which the NPAC/SMS Software is designed to operate, support new input/output ("I/O") devices or provide other incidental updates and corrections.

[REDACTED]

Member shall mean a member of Customer.

Misuse Allegation shall mean a bona-fide allegation in writing of any one or more of the circumstances listed in Section 6.2.6.4.2, supported by credible evidence, so long as the allegation originates from any one or more of the persons listed in Section 6.2.6.4.1, and which shall trigger a Misuse Allegation Review under the terms of Section 6.2.6.4.3.

{00522950:}

Misuse Allegation Findings Report shall mean a report issued by the NUE following the receipt of a Misuse Allegation with respect to a then-existing or named User or PTRS User and the completion of any of the NUE Reviews or a combination of one or more of any of the NUE Reviews in Section 6.2.2 that includes both a Findings Statement and an Explanation of the Findings Statement.

Misuse Allegation Review shall mean a review involving the completion of any of the NUE Reviews or a combination of one or more of any of the NUE Reviews in Section 6.2.2 by the NUE upon receipt of a Misuse Allegation with respect to a then-existing or named User or PTRS User.

Monthly Billable PTRS User Charges shall mean the charges assessed and billed to PTRS Users for PTRS User Services actually provided in each month in accordance with Exhibit E.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

Monthly Invoice shall mean the itemized invoice [REDACTED]
[REDACTED]
[REDACTED] that shall be delivered by Contractor to the Allocated Payor
within 11 Business Days after the end of each Billing Cycle.

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED].

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

Monthly User and PTRS User Census Report shall mean the monthly report provided by Contractor to Customer pursuant to Section 6.1.1, setting forth the name and address of all Users and PTRS Users on the last Calendar Day of the preceding month and, in a separate section, all new Users and PTRS Users since the last such report and Users and PTRS Users that have discontinued receiving Services or PTRS Services since the last such report.

{00522950:}

NANC shall mean the North American Numbering Council or its successor as determined by the Commission, statute, or regulation.

NANC Operations Flows shall mean the North American Numbering Council Inter-Service Provider LNP Operations Flows Version 4.2 as it may be amended after the Effective Date and approved by Customer subject to the terms set forth in Section 5.9.

[REDACTED]

Negative Access Requirement Finding shall mean either (a) with respect to an Administrator PTRS User Service Findings Report, a determination by the NUE as set forth in Section 6.2.6.3.2.2.2 that the Access Requirement is not satisfied, or (b) with respect to a Misuse Allegation Findings Report for Users and PTRS Users, a failure by the NUE to determine as set forth in Section 6.2.6.4.3.2.2 that the Access Requirement is satisfied and has not been not violated.

Negative Administrator PTRS User Service Finding shall mean a finding by the NUE in an Administrator PTRS User Service Findings Report that the NUE had made a Negative Permitted User Finding, a Negative Data Provisioning Finding, a Negative Pricing Finding, or a Negative Payment Finding with respect to each applicable and relevant NUE Review conducted.

Negative Content Requirement Finding shall mean either (a) with respect to an Administrator PTRS User Service Findings Report, a determination by the NUE as set forth in Section 6.2.6.3.2.2.2 that the Content Requirement is not satisfied, or (b) with respect to a Misuse Allegation Findings Report for Users and PTRS Users, a failure of the NUE to determine as set forth in Section 6.2.6.4.3.2.2 that the Content Requirement is satisfied and has not been not violated.

{00522950:}

Negative Data Provisioning Finding shall mean either (a) with respect to an Administrator PTRS User Service Findings Report, a determination by the NUE as set forth in Section 6.2.6.3.2.2.2 that either (1) the Content Requirement is not satisfied, or (2) the Access Requirement is not satisfied, or (b) with respect to a Misuse Allegation Findings Report for Users and PTRS Users, a failure of the NUE to determine as set forth in Section 6.2.6.4.3.2.2 that both the (1) the Content Requirement is satisfied and has not been not violated and (2) the Access Requirement is satisfied and has not been not violated.

Negative Direct Test Finding shall mean either (a) with respect to an Administrator PTRS User Service Findings Report, a determination by the NUE as set forth in Section 6.2.6.3.2.2.2 that the Direct Test is not satisfied, or (b) with respect to a Misuse Allegation Findings Report for Users and PTRS Users, a failure of the NUE to determine as set forth in Section 6.2.6.4.3.2.2 that the Direct Test is satisfied and has not been not violated.

Negative Indirect Test Finding shall mean either (a) with respect to an Administrator PTRS User Service Findings Report, a determination by the NUE as set forth in Section 6.2.6.3.2.2.2 that the Indirect Test is not satisfied, or (b) with respect to a Misuse Allegation Findings Report for Users and PTRS Users, a failure of the NUE to determine as set forth in Section 6.2.6.4.3.2.2 that the Indirect Test is satisfied and has not been not violated.

Negative Invoice Requirement Finding shall mean either (a) with respect to an Administrator PTRS User Service Findings Report, a determination by the NUE as set forth in Section 6.2.6.3.2.2.2 that the Invoice Requirement is not satisfied, or (b) with respect to a Misuse Allegation Findings Report for Users and PTRS Users, a failure of the NUE to determine as set forth in Section 6.2.6.4.3.2.2 that the Invoice Requirement is satisfied and has not been not violated.

Negative Misuse Allegation Finding shall mean a finding by the NUE that a User or a PTRS User (i) has not failed to meet or is not failing to meet the Permitted Use Requirement, Data Provisioning Requirement, Pricing Requirement, or Payment Requirement, or (ii) has breached the terms and provision of the User Agreement or the PTRS User Agreement with respect to restrictions on the use of User Data.

{00522950:}

Negative Payment Finding shall mean either (a) with respect to an Administrator PTRS User Service Findings Report, a finding by the NUE as set forth in Section 6.2.6.3.2.2.2 that either (1) the Invoice Requirement is not satisfied, or (2) the Actual Payment Requirement is not satisfied, , or (b) with respect to a Misuse Allegation Findings Report for Users and PTRS Users, a failure of the NUE to determine as set forth in Section 6.2.6.4.3.2.2 that both (1) the Invoice Requirement is satisfied and has not been violated and (2) the Actual Payment Requirement is satisfied and has not been violated.

Negative Permitted Use Finding shall mean a finding by the NUE under a Permitted User Review that the Permitted Use Requirement is not satisfied, and, in the case of a Misuse Allegation, that the Permitted Use Requirement has been violated.

Negative Pricing Finding shall mean either (a) with respect to an Administrator PTRS User Service Findings Report, a finding by the NUE as set forth in Section 6.2.6.3.2.2.2 that either (1) the Direct Test is satisfied, or (2) the Indirect Test is satisfied, or (b) with respect to a Misuse Allegation Findings Report for Users and PTRS Users, a failure of the NUE to determine as set forth in Section 6.2.6.4.3.2.2 that both (1) the Direct Test has not been violated and (2) the Indirect Test has not been violated.

Negative PTRS or TSP Permitted Use Finding shall mean a finding by the NUE in a Misuse Allegation Findings Report as set forth in Section 6.2.6.4.3.2.1 that the NUE has been unable to determine that the User's need to access any part of the NPAC/SMS and its actual use of User Data, as described on a Misuse Allegation, satisfies and does not violate the Permitted Use Requirement.

Neustar shall mean Neustar, Inc., its successor or assigns.

Neustar Master Agreements shall mean, collectively, the seven Agreements for Number Portability Administration Center / Service Management System in the seven regions, including this Region.

Neustar NPAC/SMS shall mean the NPAC/SMS solution provided by Neustar in all seven regions as of the Effective Date.

{00522950:}

Neustar NPAC/SMS Service shall mean service provided by Neustar using the Neustar NPAC/SMS pursuant to the Neustar Master Agreements.

Neutral Third Party shall mean with respect to Contractor and any Core Subcontractor, an entity that satisfies all applicable requirements, if any, from the Neutrality Rules and the Code of Conduct. Contractor will meet this requirement only if all Core Subcontractors and any other person or entity subject to the Code of Conduct meet any applicable Neutrality Rule and Code of Conduct requirements.

Neutrality shall mean Contractor and Core Subcontractors each being a Neutral Third Party.

Neutrality Audit shall mean a semiannual audit conducted by the Neutrality Auditor in accordance with Section 17.3.1 to determine whether, at all times during the relevant six month period, and in connection with delivering the Services, Ancillary Services, and Additional Services, Contractor and any Core Subcontractors were Neutral Third Parties as defined in the Neutrality Rules.

Neutrality Auditor shall mean the auditor and/or counsel engaged by Contractor to prepare the Initial Neutrality Legal Opinion, conduct subsequent Neutrality Audits, prepare the Neutrality Audit Reports, and the Neutrality Legal Opinions in the Region and in every region in which Contractor is acting as the LNPA.

Neutrality Audit Report shall mean the report prepared by the Neutrality Auditor after conducting a Neutrality Audit pursuant to Section 17.3.1.

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

Neutrality Legal Opinion shall mean a written communication as set forth in Section 17.3.2 (1) that may rely on the Audit Report; (2) that is delivered by Contractor to Customer and the Commission expressly for the purpose of evaluating the Neutrality of Contractor in connection with the evaluation of the continued compliance of Contractor with the Agreement; (3) that is prepared by a person licensed and in good standing to practice law in any state of the United States, who represents Contractor, and who may be the person or entity that conducted the Neutrality Audit or a different person or entity; and (4) that constitutes a third party legal opinion governed by and subject to the RESTATEMENT (THIRD) OF THE LAW GOVERNING LAWYERS and the Opinion Accord of the American Bar Association Section of Business Law (1991).

[REDACTED]

[REDACTED]

Neutrality Rules shall mean the requirements set forth in 47 U.S.C. 251(e), 47 C.F.R. § 52.12(a), 47 C.F.R. § 52.21(k), and FCC 15-35 paragraphs 160, 168, 177, 179-187 and Appendix, as those requirements may be amended, superseded, waived or clarified.

Neutrality Violation shall mean a violation declared as specified in Section 17.3.4.1, because Contractor or any Covered Subcontractor fails to remain a Neutral Third Party.

New Administrator PTRS User Service(s) shall mean (1) a new Administrator PTRS User Service or (2) an Administrator PTRS User Service Material Modification that had already been considered by the NUE and has received an Affirmative Administrator User Service Findings Report proposed to be offered by Contractor or each Affiliate of Contractor prior to Commercial Launch.

New User Application shall mean the application for Services or PTRS User Services that any individual, corporation, partnership, association, or entity requesting either Services or PTRS

{00522950:}

User Services from Contractor shall be required to complete in substantially the form attached as Exhibit J – NPAC/SMS User Agreement Form or Exhibit J-1 – PTRS User Agreement Form.

New User Application M&P shall mean one or more documents developed in accordance with Section 6.4.2 by Contractor and Customer setting forth all methods, procedures, and processes concerning Contractor's processing of New User Applications.

New User Evaluator (NUE) shall mean the independent, third party possessing qualifications evidencing, unless otherwise agreed to by the Parties, relevant telecommunications related services experience that (1) is designated to engage in the NUE Process on the New User Application of every Applicant categorized as a PTRS, including Contractor and every Affiliate of Contractor, and for every User or PTRS User for which Contractor has received a Misuse Allegation, for the purpose of determining qualification or continuing qualification as a PTRS User, and (2) is not one of the prohibited parties listed in Section 6.2.5.3.

NIST Cybersecurity Framework shall mean the voluntary framework prepared by the National Institute of Standards and Technology (NIST) with extensive private sector input in response to Presidential Executive Order (EO) 13636, Improving Critical Infrastructure Cybersecurity.

Non-Disclosure Agreement (NDA) shall mean a form of non-disclosure agreement required as part of the Onboarding Process set forth in Section 7.4.1.

[REDACTED]

Non-Renewal shall mean, in the context of the agreement between Contractor and the then-serving NUE, the unilateral election by Contractor not to renew the engagement for any reason or for no reason at all upon Written Notice to Customer and the NUE of such election at the times listed in Section 6.2.5.4.3.

Non Responsive shall mean the status of Users, PTRS Users, and Ancillary Service Users that could not be contacted or have not responded to attempts at contact by Contractor and identified in the Onboarding Status Report.

{00522950:}

Normal Business Hours shall mean 7:00 a.m. to 7:00 p.m. Central Time during Business Days.

Not Onboarded shall mean the status of Users, PTRS Users, and Ancillary Service Users that have not started or completed the Onboarding Process and/or connectivity process (if applicable) in the Onboarding Status Report.

[REDACTED]

Notice of Non-Renewal shall mean Customer's Written Notice to Contractor not to renew the Agreement pursuant to the terms of Article 2.

[REDACTED]

[REDACTED]

NPAC Data shall mean information, data, or code, constituting Confidential Information that is transmitted or passed through, stored, Processed, or otherwise contained in the NPAC/SMS in any manner, including, but not limited to, User Data.

NPAC/SMS shall mean the total solution provided by Contractor as described in this Agreement for providing, maintaining, administering, and operating a number portability administration center and service management system for the Region and for providing the Services and the Ancillary Services under this Agreement, including, but not limited to, the data processing system used to provide NPAC/SMS, the NPAC/SMS Software (including Enhancements and Maintenance Modifications), all other Software (including Third Party Software), Additional Services performed pursuant to Statements of Work, and Facilities.

{00522950:}

NPAC/SMS Data Centers shall mean the dedicated physical space in the two geographically distinct and functionally and operationally redundant locations within the Continental United States, where Contractor provides the Facilities, equipment and Personnel to operate the Primary Data Center and the Alternate Data Center for the purposes of providing the Services and the Ancillary Services.

NPAC/SMS Data Center Operations Audit shall mean the regular annual audit conducted by Contractor of its NPAC/SMS Data Center operations by its internal auditors in accordance with the NPAC/SMS Data Center Operations Audit Plan and the provisions of Article 17.

NPAC/SMS Data Center Operations Audit Plan shall mean the audit plan prepared by Contractor and subject to Customer's approval for all NPAC/SMS Data Centers that conforms to the requirements of Section 4.4 of Exhibit A – Request for Proposal and the procedures and processes offered and accepted as set forth at Section 4.4 of Exhibit D – Response to RFP.

[REDACTED]

[REDACTED].

NPAC/SMS Software shall mean all computer programming code created, written and developed for or by Contractor for the NPAC/SMS application in any form. If not otherwise specified, the NPAC/SMS Software shall include both Object Code and Source Code. The NPAC/SMS Software shall include any Maintenance Modifications created by Contractor or any

{00522950:}

Subcontractors from time to time, and shall include Enhancements thereto when added to the NPAC/SMS Software in connection with a Statement of Work issued hereunder.

NPAC/SMS User Agreement or User Agreement shall mean the agreement between Contractor and a User for NPAC/SMS in the form attached to this Agreement as Exhibit J-1 - NPAC/SMS User Agreement Form.

NPAC SPID shall mean the Service Provider Identification in the NPAC/SMS.

NUE Process shall mean the duties and functions of the NUE as set forth in Section 6.2, which shall include the conduct of up to four separate reviews (the Permitted Use Review, the Data Provisioning Review, the Pricing Review, and the Payment Review) and one of three separate reports (a PTRS User Findings Report, an Administrator PTRS User Service Findings Report, and a Misuse Allegation Findings Report).

NUE Process M&P shall mean one or more documents by Contractor and Customer, jointly and in consultation with the NUE, that set forth all methods, procedures, and processes for implementing, operating, and maintaining the NUE Process.

[REDACTED]

NUE Review(s) shall mean one or more of four separate reviews (the Permitted Use Review, Data Provisioning Review, Pricing Review, and Payment Review) performed by the NUE while engaged in the NUE Process.

NUE Start Date shall mean the date during each NUE Term when the NUE confirms in writing to both Contractor and Customer that it is available to perform NUE Reviews in accordance with the NUE Process for that particular NUE Term.

NUE Term shall mean, collectively the Initial NUE Term and any Renewal Terms.

{00522950:}

NUE Termination Rights shall mean Contractor's limited rights to terminate the engagement of the NUE for the reasons set forth in Section 6.2.5.4.3.

[REDACTED]

Officer Access Certification shall mean the certification from an officer of Contractor to the NUE that expressly provides, based on his or her knowledge, the method, manner, mode, and connectivity to the NPAC/SMS to obtain the User Data obtained for and used in connection with the Administrator PTRS User Service complies with the Access Requirement of the Provisioning Requirement.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

Officer Content Certification shall mean the certification from an officer of Contractor to the NUE that expressly provides, based on his or her knowledge, the method, manner, mode, and connectivity to the NPAC/SMS to obtain the User Data obtained for and used in connection with the Administrator PTRS User Service complies with the Content Requirement of the Provisioning Requirement.

{00522950:}

[REDACTED]

[REDACTED]

Officer IVR Certification shall mean the certification from an officer of Contractor that Contractor is and has been during the preceding 12 calendar months in compliance with Section 10.3 and that is delivered to Customer as part of the annual NPAC/SMS Data Center Operations Audit.

[REDACTED]

Officer Nondiscrimination Certification shall mean the certification from an officer of Contractor that Contractor is and has been during the preceding 12 calendar months in compliance with Section 6.1.1 and that is delivered to Customer as part of the annual NPAC/SMS Data Center Operations Audit.

[REDACTED]

Officer Organization Certification shall mean the certification from an officer of Contractor that Contractor is and has been during the preceding 12 calendar months in compliance with Section 3.2.2.3 and that is delivered to Customer as part of the annual Audit of Charges.

[REDACTED]

{00522950:}

[REDACTED]

Officer Pricing Certification shall mean the certification from an officer of Contractor to the NUE that expressly provides, based on his or her knowledge, (1) each Administrator PTRS User Services Contract incorporates all of the commitments made to the customer with respect to the Administrator PTRS User Service, (2) there were no other agreements by Contractor to any customer of an Administrator PTRS User Service that were not incorporated into such Administrator PTRS User Services Contract, and (3) the Administrator PTRS User Services Contract satisfies both the Direct Test and the Indirect Test of the Pricing Requirement.

[REDACTED]

Officer Situs Certification shall mean the certification from an officer of Contractor that Contractor is and has been during the preceding 12 calendar months in compliance with Section 9.2 and that is delivered to Customer as part of the annual NPAC/SMS Data Center Operations Audit.

[REDACTED]

Officer Test Beds Certification shall mean the certification from an officer of Contractor that Contractor is and has been during the preceding 12 calendar months in compliance with Section 7.4 and that is delivered to Customer as part of the annual NPAC/SMS Data Center Operations Audit.

Onboarding shall mean the process of preparing prospective Users, PTRS Users, and Ancillary Services Users and completing all administrative and certification procedures required by the

{00522950:}

Onboarding Process, necessary to provide Services and Ancillary Services respectively to those parties as Users, PTRS Users, and Ancillary Services Users.

Onboarding Process shall mean the process of completing, as applicable, the required User Application, Non-Disclosure Agreement (NDA), User Agreement, Testing Agreement, PTRS User Agreement, Ancillary Services Agreement, Connectivity Testing, and other such documents and processes as may be defined in the Onboarding Process Plan.

Onboarding Process Plan shall mean the plan designed by Contractor and approved by Customer on or before 30 Calendar Days after the Effective Date that sufficiently implements timely Onboarding.

Onboarding Status Report shall mean the report based on the Customer List, and on a monthly basis after Onboarding starts, provided by Contractor to Customer and the TOM that summarizes the status of all Users, PTRS Users, and Ancillary Service Users with regard to their progression through the Onboarding Process and includes the information listed in Section 7.5.

[REDACTED]

Party or Parties shall mean Contractor and/or Customer.

Payment Requirement(s) shall mean the Invoice Requirement and/or the Actual Payment Requirement reviewed by the NUE in its Payment Review.

Payment Review shall mean an annual review of the Payment Requirements within 90 Calendar Days of the implementation of the NUE Process and an immediate Review of the Payment Requirements upon a Misuse Allegation that expressly alleges a violation of the any of the Payment Requirements pursuant to Section 6.2.6.4.2.

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

Periodic Report shall mean a Report delivered or made available on a recurring and regular basis.

Permanent Test Beds shall mean the two separate test beds that Contractor agrees to design, configure, implement, and deliver to Customer, [REDACTED]

[REDACTED]

Permitted Use shall mean the use by an Applicant or a User or PTRS User the requirements of Section 6.1.2.2.4.2.

Permitted Use Requirement shall mean a review to determine if an Applicant's, a PTRS User's, or User's need to access any part of the NPAC/SMS and the intended or actual use or uses of User Data constitute a Permitted Use in accordance with the requirements of Section 6.2.2.1 as part of a Permitted Use Review that the need to access any part of the NPAC/SMS by an Applicant, a PTRS User, or a User and the intended or actual use or uses of User Data constitutes a Permitted Use.

Permitted Use Review shall mean a review to determine if the need to access any part of the NPAC/SMS by an Applicant, a PTRS User, or a User and the intended or actual use or uses of User Data constitute a Permitted Use at the times listed in Section 6.2.2.1.

{00522950:}

Personnel shall mean the employees and agents of Contractor and expressly shall include all personnel furnished by Subcontractors.

[REDACTED]

[REDACTED]

[REDACTED]

Presentation of Results shall mean the Contractor or another entity designated by the Contractor executing test cases as defined in the applicable Acceptance Test Plan, and providing a written report to the Customer of the results of the testing and the status of meeting the exit criteria as defined and referenced in the Acceptance Test Plan, as set forth in Section 7.3.3.

Pricing Requirement(s) shall mean the requirements reviewed by the NUE in its Pricing Review that both the Direct Test and the Indirect Test have been satisfied with respect to each Administrator PTRS User Service of Contractor and each Administrator PTRS User Service of each Affiliate of Contractor.

Pricing Review shall mean a review of the Administrator PTRS User Service Contracts to determine whether the Pricing Requirements have been satisfied in accordance with the requirements of Section 6.2.2.3.

Primary Data Center shall mean the NPAC/SMS Data Center that provides the complete functional and operational NPAC/SMS and which is designated by Contractor as the currently active center for processing transactions in providing the Services and Ancillary services and to

{00522950:}

[REDACTED]

Problem Escalation shall mean the process and time periods set forth in Section 13.3.

Processing or Process shall mean any operation or set of operations concerning NPAC Data, including the collection, recording, organization, storage, updating, manipulation, modification, retrieval, consultation, use, dissemination by means of transmission, distribution or making available in any other form, merging, linking as well as blocking, erasure or destruction of Confidential Information or NPAC Data.

Project shall mean the delivery of the NPAC/SMS, including the Transition Milestones and activities performed by both the Contractor Project Executive and the Customer Project Executive.

Project Executive or P/E shall mean the individual designated by each of the Parties to act as its primary contact between the Parties for the resolution of issues and problems concerning operation of the NPAC/SMS, as provided for under Section 11.5.

Project Executive Committee shall mean the committee consisting of the Project Executive of both Contractor and Customer tasked with conducting all required NUE Reviews and their associated Findings Reports with respect to Contractor at the time or times listed in Section 6.2.5.6.

Project Plan shall mean the timetable for accomplishing a Project in the applicable Statement of Work for any Additional Services.

Proposal shall mean Contractor's response to the RFP attached hereto as Exhibit D.

[REDACTED]

{00522950:}

[REDACTED]

PSAPs shall mean public safety answering points (facilities to receive 9-1-1 calls).

PSAP Provider(s) shall mean an entity, including an agency of the United States or of a State or political subdivision thereof, empowered by or contracted under law to operate or administer a PSAP facility to receive 9-1-1 calls, and as appropriate, dispatch emergency response services, or transfers or relay 9-1-1 calls to another public safety operator.

PSAP Sources shall mean the Commission’s Master PSAP Registry, or such other similarly authoritative source (e.g., National Emergency Number Association (NENA) North American 9-1-1 Resource Database that Contractor shall use to verify a PSAP applicant’s organization in determining, based upon a good-faith, reasonable interpretation of the information provided by the applicant, whether the applicant qualifies as a Qualified PSAP.

PTRS shall mean a provider of telecommunications-related services as described in Article 6.

PTRS Service Credit shall mean any credits or reductions in charges to PTRS Users.

PTRS Services shall mean those services provided to PTRS Users under this Agreement and shall be the same as Services, except that PTRS Users shall be granted “Read-Only” access to the NPAC/SMS and shall not have the capability to create, alter, edit, or delete any NPAC/SMS records.

PTRS User shall mean a PTRS (i) determined to have a need to access any part of the NPAC/SMS, such as to route, bill or rate calls, or to perform network maintenance as specified in Section 6.1.2.1 and (ii) that has entered into a PTRS User Agreement with Contractor in the form of Exhibit J-2 hereto to access and use PTRS Services under this Agreement., all in accordance with Article 6. PTRS Users shall be granted “Read-Only” access to the NPAC/SMS and shall not have the capability to create, alter, edit, or delete any NPAC/SMS records.

{00522950:}

PTRS User Agreement shall mean the agreement between Contractor and a PTRS User for PTRS Services in the form attached to this Agreement as Exhibit J-1 – PTRS User Agreement Form.

PTRS User Charges shall mean amounts assessed and billed for PTRS Services actually provided.

PTRS User Monthly Invoice shall mean the itemized, duplicate invoice covering the Monthly Billable PTRS User Charges assessed to a PTRS User that Contractor shall deliver to each PTRS User within 11 Business Days after the end of each Billing Cycle.

PTRS User Reports shall mean Reports delivered or made available to a PTRS User.

Qualified LEA shall mean a LEA that satisfies the requirements and conditions set forth in Section 18.7.2 that Contractor is authorized to provide certain information, including User Data elements, if the LEA makes a request to Contractor for access to such information in writing.

Qualified Limited Use Data Recipients shall mean entities satisfying the requirements and conditions set forth in Section 18.7.1 that are entitled to receive the Wireless Do Not Call Service.

Qualified PSAP shall mean a PSAP Provider that satisfies the requirements and conditions set forth in Section 18.7.2 that Contractor is authorized to provide certain information, including User Data elements, if the PSAP Provider makes a request to Contractor for access to such information in writing.

Qualified Recipients shall mean Qualified LEAs, Qualified PSAPS, and ASOs.

Qualified WDNC Users shall mean Qualified Limited Use Data Recipients.

Quarterly Financial Certification shall mean the certification prepared by the Chief Financial Officer of Contractor and delivered by Contractor to Customer within 30 Calendar Days following the close of each fiscal quarter of Contractor during the Term of the Agreement that certifies to the knowledge of the Chief Financial Officer that no financial event has occurred that

{00522950:}

would permit a termination of this Agreement by Customer and that Contractor's current capital resources will be sufficient to fund capital expenditures and working capital requirements of Contractor and to perform pursuant to the Agreement.

Receiving Party shall mean the Party provided Confidential Information by the Disclosing Party.

[REDACTED]

[REDACTED]

Region shall mean the states and territories of the United States listed in the Recitals to this Agreement and made a part hereof.

Region 1 Acceptance shall mean the milestone of the Transition Milestones attached as Exhibit F and in accordance with the provisions of Section 7.4.2.

Region 1 Go-Live Date shall mean that date shown on the Transition Milestones.

Region 2-7 Acceptance shall mean the milestone of the Transition Milestones attached as Exhibit F and in accordance with the provisions of Section 7.4.3.

[REDACTED]

Regional LLCs shall mean those limited liability companies originally formed in each region, including this Region, to supervise and manage the LNPA in each such region, including this Region.

{00522950:}

[REDACTED]

Regional MSAs shall mean the master services agreements in each of the seven regions.

Releases shall mean updates to the NPAC/SMS Software and shall be detailed in Statements of Work pursuant to Article 16.

Renewal Terms shall mean the one-year renewal terms subsequent to the Initial NUE Term set forth in Contractor's written engagement agreement with the NUE.

[REDACTED]

RFP shall mean that Request for Proposal announced on February 3, 2013 and associated documents, as identified in the Recitals to this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

Safety/Security Requirements shall mean the requirements imposed upon Contractor with respect to the safety and security of User Data.

[REDACTED]

Scope of Work shall mean the scope of work set forth in Article 3, as it may be changed under this Agreement.

Second LNP Order shall mean the order published by the Commission at 12 FCC Rcd. 12281 with release number FCC 97-289.

Second Tier Limited Use Data Recipient shall mean a party to whom a Qualified Limited Use Data Recipient is allowed to disclose, sell, assign, lease, or otherwise provide the Intermodal Ports to permit such party to avoid engaging in TCPA Prohibited Conduct by verifying whether TNs are assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call.

[REDACTED]

Security Obligations shall mean Contractor's obligations with respect to the safety and security of User Data as set forth in Article 9.

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

Selection Order shall mean FCC order 15-35, adopted on March 26, 2015 and Released on March 27, 2015, in which the Commission approved the recommendation of the NANC that Contractor serve as the next LNPA in all seven regions, subject to the satisfaction of certain conditions, and subject further to review and approval by the Commission.

Separate Findings shall mean one of four determinations for the NUE as set forth in Section 6.2.3.3.2.2.2, or Section 6.2.3.4 to make following each NUE Review in its Findings Statement in an Administrator PTRS User Service Findings Report.

[REDACTED]

[REDACTED]

Service Element shall mean any of the individual items of Service identified and priced in Exhibit E - Pricing Schedules.

[REDACTED]

Service Level Requirements or SLRs shall mean the service and performance level requirements for the Services of the NPAC/SMS specified in Exhibit G, as amended from time to time as provided for in Section 8.2 of this Agreement.

{00522950:}

Services shall mean the delivery of NPAC/SMS services to Users in the manner provided under this Agreement and shall include Additional Services provided to Users, and, unless otherwise specified, shall include PTRS Services provided to PTRS Users.

[REDACTED]

Software shall mean computer programs and related Documentation and includes application programs, operating system programs, utilities, templates, parameter tables and settings, interfaces to external programs, tools, program related data, and local area network management software, and includes specifically the NPAC/SMS Software.

[REDACTED]

[REDACTED]

Solution Readiness shall mean all components of the Acceptance Test Matrix have been successfully completed in accordance with Section 7.3.

[REDACTED]

Specifications shall mean the functional, technical, design, or performance specifications and requirements for the NPAC/SMS set forth in this Agreement, any Statement of Work, Exhibit B - NANC NPAC/SMS Functional Requirements Specification, Exhibit C - NANC NPAC/SMS Interoperable Interface Specification, Exhibit D - Response to RFP, Exhibit A - Request for Proposal, any other documents identified as Exhibits or this Agreement, and any other appendices or attachments referenced in this Agreement, with any conflict between or among such documents controlled pursuant to the precedence order described in the definition of "Agreement."

{00522950:}

Standard Reports shall mean Reports whose form and content are pre-established pursuant to Section 8.3.2.

Statement of Work shall mean a statement submitted by Contractor to Customer or User pursuant to the provisions of Article 16 that sets forth, at a minimum, those items listed in Section 16.4, for the provision of Additional Services or Enhancements.

[REDACTED]

Subcontractor shall mean any third party with which the Contractor subcontracts an obligation in the operation of the NPAC/SMS and in the delivery of the Services.

Subsequent Vendor shall mean one or more alternative or co-vendors to Contractor to provide services similar to the NPAC/SMS and all Ancillary Services at any point in the future.

Successor Contractor shall mean the contractor or administrator for the NPAC/SMS succeeding Contractor [REDACTED]

Successor NUE shall mean a NUE after the First Successor NUE that is selected pursuant to the process outlined in Section 6.2.5.2.

TCPA or TCPA Rules shall mean the Telephone Consumer Protection Act of 1991, codified at 47 U.S.C. 227, as amended, and the regulations adopted thereunder, as they may be amended..

TCPA Prohibited Conduct shall mean conduct outlawed under the TCPA or TCPA Rules, including those set forth in 47 C.F.R. Sec. 64.1200, as it may be amended, regarding the initiation of telephone calls (other than a call made for emergency purposes or made with the prior express consent of the called party) using automatic telephone dialing systems or an artificial or prerecorded voice to telephone numbers assigned to a paging service, cellular

{00522950:}

telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call.

Term shall mean the period during which the Agreement is in effect, including specifically all extensions pursuant to Article 2 [REDACTED]

Test Bed Defects shall mean any Defects in the operation, deployment, or use of the Permanent Test Beds.

[REDACTED]
[REDACTED]

Third Party shall mean any individual, corporation, partnership, association or other entity, other than the Parties hereto.

TN shall mean a telephone number.

Transition Oversight Manager or TOM shall mean the individual engaged by the Customer for the purpose of overseeing the timely, orderly, and effective transition of Services from Neustar to the Contractor in accordance with the Selection Order, subsequent orders or rules of the Commission, and the Transition Milestones.

Transition Milestones shall mean the key tasks required to be completed by the identified due dates in order to achieve Final Acceptance by the Final Acceptance Date, as set out in Exhibit F - Transition Milestones and Acceptance Test Matrix, as such Exhibit may be amended from time to time in accordance with this Agreement.

[REDACTED]
[REDACTED]
[REDACTED]

Transition Oversight Plan shall mean the plan developed in coordination with the Transition Oversight Manager in accordance with the Selection Order.

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

TSP shall mean a telecommunications service provider, which for purposes of this Agreement shall mean an entity which (i) is an entity that has obtained or is eligible to obtain North American Numbering Plan numbering resources associated with the Region and (ii) has entered into an NPAC/SMS User Agreement with Contractor to receive Services under this Agreement.

{00522950:}

[REDACTED]

Unpaid Charges shall mean any amounts that would have otherwise been due and payable to Contractor by a Qualified Recipient under the terms and conditions of the ELEM Service Agreements or as a result of the provision of the ELEM Service upon the termination of the provision the ELEM Service.

Unpaid WDMC Charges shall mean any amounts that would have otherwise been due and payable to Contractor by a Qualified Limited Use Data Recipient under the terms and conditions of the WDMC Service Agreements or as a result of the provision of the WDMC Service upon the termination of the provision of the WDMC Service.

[REDACTED]

U.S. Citizen shall mean an adult citizen of the United States, as set forth in 8 U.S.C. Chapter 12 Subchapter III (Nationality and Naturalization) (*see* 8 U.S.C. § 1401), and who has not lost or had their citizenship revoked pursuant to the provisions of that subchapter.

User(s) shall mean, individually or collectively, (i) any and all TSPs, (ii) that has or have entered into an NPAC/SMS User Agreement(s) with Contractor in the form of Exhibit J-1 hereto to access and use Services under this Agreement, all in accordance with Article 6. Users shall be granted “Read and Write Access” to the NPAC/SMS and may create, edit, modify, and delete records in the NPAC/SMS in accordance with the NPAC/SMS User Agreement.

{00522950:}

User Application shall mean an application necessary to become a User, a PTRS User, or an Ancillary Services User.

[REDACTED]

User Data shall mean all data and information, however recorded, provided to Contractor by Users to enable Contractor to provide NPAC/SMS to Users under this Agreement.

User Readiness shall mean the status achieved when, with the exception of Users, PTRS Users, and Ancillary Service Users excluded in accordance with the process set forth in Section 7.5, entitled User Readiness Exclusion, all Users, PTRS Users, and Ancillary Service Users have completed the Onboarding Process and, where applicable, have completed the Continuous Certification Testing Process, as described in Section 7.6.

User Reports shall mean Reports delivered or made available to a User.

User Satisfaction Survey shall mean the survey prepared and conducted annually by Contractor of all Users that conforms to the requirements of Section 12.2 of Exhibit A - Request for Proposal and the procedures and processes offered and accepted as set forth in Exhibit D - Response to RFP.

User Satisfaction Survey Plan shall mean the detailed plan setting forth the goals, metrics, and methodology for conducting the User Satisfaction Survey.

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

[REDACTED]

VPN shall mean virtual private network.

[REDACTED]

WDNC Acceptance Test Plan shall mean that written plan to be used to document the testing necessary to demonstrate acceptance of WDNC Services.

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

[REDACTED]

[REDACTED]

WDNC Service Agreement shall mean an agreement satisfying the requirements of and as defined in Section 18.7.1.2 providing for WDNC Services.

WDNC Service Availability Date shall mean the date of the availability of WDNC Services that Contractor may communicate to prospective users of those Services in advance of the Final Acceptance Date in consultation with the TOM.

[REDACTED]

WDNC Users shall mean a Limited Use Data Recipient of the WDNC Services pursuant to a WDNC Services Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

Wireless Do Not Call Services or WDNC Services shall mean those Ancillary Services provided by Contractor pursuant to Section 18.7.1.

Written Notice shall mean any notice or communication delivered by any means set forth in Section 34.6.1.

ARTICLE 32 NONEXCLUSIVE MARKET RIGHTS

Contractor expressly acknowledges that Customer is not by this Agreement granting, and has no authority to grant, Contractor the exclusive right to provide NPAC/SMS Services in the Region.

ARTICLE 33 CENTRALIZATION

Customer acknowledges that several of the provisions of this Agreement including but not limited to those Sections addressing Benchmarking, Testing, Service Level Requirements, the GEP, Additional Services, Audits and Security Checks may be affected by a decision by Customer to have Contractor provide a centralized NPAC/SMS solution. Specifically, such a centralized approach may require coordination among and between the different regions. For instance, Contractor may not be able to provide certain Additional Services requested by Customer (i.e., pursuant to a Statement of Work) because implementation of the requested Additional Services may impact other the NPAC/SMS in other regions. In such cases, Contractor will undertake to coordinate a joint Statement of Work with respect to all affected regions. Notwithstanding the foregoing, no such coordination shall in any way cause or effect a merger or consolidation of this Agreement with any other agreements for the other regions, and all such regions, including this Region, shall continue to remain subject to separate agreements.

ARTICLE 34 GENERAL

34.1 Binding on Successors and Permitted Assigns

This Agreement and any Statements of Work entered pursuant to it shall be binding upon the Parties' respective successors and permitted assigns.

{00522950:}

34.2 Attorneys' Fees

In the event that any Party institutes any legal suit, action or proceeding against the other Party to enforce the covenants contained in this Agreement or to obtain any other remedy in respect of any breach of this Agreement, the prevailing Party in the suit, action or proceeding shall be entitled to receive in addition to all other damages to which it may be awarded, reimbursement of its reasonable attorney's fees and court costs actually incurred; provided however, that no costs or attorney's fees shall be payable for an action initiated pursuant to Section 30.1.3 except to Customer under 30.1.3.3.

34.3 Service Parity

Contractor shall provide the Services under this Agreement in a manner such that each User shall receive the applicable Services for which it contracts under its NPAC/SMS User Agreement at the same Service Level Requirements as every other User receiving such Services in a uniform and non-discriminatory manner.

34.4 Advertising or Publicity

Neither Party shall identify, either expressly or by implication, the other Party or its corporate affiliates or use any of their names, trademarks, trade names, service marks, or other proprietary marks in any advertising, sales presentations, news releases, releases to any professional or trade publication, advertising or other promotional materials without such other Party's prior written consent, which shall not be unreasonably withheld or delayed.

34.5 Non-Waiver

No course of dealing or failure of either Party to enforce strictly any term, right, obligation or provision of this Agreement or any Statement of Work or to exercise any option provided hereunder or thereunder shall be construed as a waiver of such provision.

Except where expressly stated, the acceptance by Customer, or the provision by Contractor, of any credits under this Agreement or any Statement of Work shall not be deemed to be a waiver

{00522950:}

by Customer of any of its rights under this Agreement or any Statement of Work or at law or in equity.

34.6 Written Notices

34.6.1 Method

All Written Notices to be given under this Agreement shall be considered to be in writing (unless otherwise specifically provided herein) if delivered and addressed as follows:

- (i) by electronic mail delivery to the electronic mail address given and as set forth below, without the necessity of verification of receipt of such transmission;
- (ii) by personal delivery to the person to whom the same is directed, at such address given and maintained as set forth below;
- (iii) by registered or certified mail, postage and charges prepaid, or by a recognized overnight delivery service, addressed to the person to whom the same is directed, at such address given and maintained as set forth below; or
- (iv) by facsimile transmission to the facsimile number of the person to whom the same is directed, at such address given and maintained as set forth below.

34.6.2 Recipients

For purposes of the foregoing, Written Notices shall be sent to the following persons on behalf of the Customer and the Contractor respectively:

- | | |
|-----------------|---|
| If to Customer: | To the then current Chair (or if more than one Chair, all Co-Chairs) of the Customer, using the contact information specified in Exhibit I. |
| | With copies to Outside general counsel, Customer and the Project Executives using the contact information specified in Exhibit I. |

{00522950:}

If to Contractor: To the then current executive responsible for LNPA Services, using the contact information specified in Exhibit I

With copies to: General Counsel of Contractor and the Project Executives using the contact information specified in Exhibit I.

If to the Commission: To the contacts specified in Exhibit I

34.6.3 Delivery

Any Written Notice under this Agreement shall be deemed to have been given and delivered for purposes of this Agreement as follows:

(i) For Written Notice by electronic mail, when an electronic mail message is transmitted to the electronic address given and maintained as set forth below, regardless of whether or not actually received by the intended recipient;

(ii) For Written Notice by personal delivery, upon delivery (even without signed receipt) to the address given and maintained as set forth below;

(iii) For Written Notice by either mail or overnight delivery on two Business Days after mailing or one Business Day after delivery by the overnight delivery service, regardless of whether or not actually received by such Member; or

(iv) For Written Notice by facsimile, upon completion of the facsimile transmission to the facsimile number given and maintained as set forth below, substantiated by a print out of the log verifying transmission, regardless of whether or not actually received by such Member.

34.6.4 Obligation to Update

{00522950:}

For purposes of the foregoing, each Party shall provide to the other the following current information for each of the representatives identified above: (i) address of such representative which is sufficient for registered or certified mail deliveries and deliveries by overnight delivery services; (ii) facsimile number for such representative; and (iii) telephone number for such representative during Normal Business Hours. At any time, by Written Notice by facsimile or regular mail only, any party may change or amend any of the information set forth above, and upon receipt of such change or amendment, the other party shall confirm such change or amendment by any of the methods of Written Notice set forth above, and shall thereafter maintain such information unless otherwise changed in accordance with the foregoing method.

34.7 Governing Law, Jurisdiction, Venue and Service of Process

The construction, interpretation, and performance of this Agreement and all transactions under it shall be governed by the laws of the State of Delaware, excluding its choice of laws rules. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement can be brought against any Party or against any User or Allocated Payor only in (1) the United States District Court for the District of Delaware, or (2) if it has or can acquire jurisdiction, in the United States District Court for the District of Columbia, and each Party consents to the jurisdiction and venue of such courts (and of the appropriate associated appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action may be served on any Party anywhere in the world.

34.8 Severability

If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from the Agreement and replaced by a valid and enforceable provision which so far as possible achieves the Parties' intent in agreeing to the original provision. The remaining provisions of the Agreement shall continue in full force and effect, without change.

34.9 Remedies

The rights and remedies provided herein shall be cumulative and in addition to any other remedies available at law or in equity.

{00522950:}

34.10 Survival

All obligations that by their nature survive the expiration or Termination or Non-Renewal of this Agreement, including, but not limited to, Section 5.8 – Licenses and Permits, Section 5.9 – Laws and Regulations, Section 34.14 – Immigration Law Compliance, Article 12 – Ownership Of Intellectual Property; Source Code Escrow, Article 18 – Confidential Information, Article 21 – Indemnification, Article 23 – Liability, Limitation of Liability and Article 28 – Transition Services, shall remain in effect after its expiration or termination until such obligations expire according to their respective terms.

34.11 Joint Work Product

This Agreement is the joint work product of representatives of Customer and Contractor; accordingly, in the event of ambiguities, no inferences will be drawn against either Party, including the Party that drafted the Agreement in its final form.

34.12 Headings

The Article headings contained herein are for purposes of convenience only and shall not be deemed to constitute a part of this Agreement or to affect the meaning or interpretation of this Agreement in any way.

34.13 Counterparts

This Agreement may be executed simultaneously in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

34.14 Immigration Law Compliance

Contractor warrants, represents and agrees that it will not assign any individual to perform work under this Agreement who is an unauthorized alien under the Immigration Reform and Control Act of 1986, as amended, or its implementing regulations.

{00522950:}

In the event any employee of Contractor working under this Agreement is discovered to be an unauthorized alien, Contractor will immediately remove that individual and replace that individual with one who is not an unauthorized alien.

34.15 Computation of Dates

Except where otherwise specified, deadline dates shall be computed in accordance with 47 C.F.R. 1.4.

ARTICLE 35 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Contractor and Customer relating to the subject matter hereof and shall not be modified or rescinded in any manner except by a written amendment executed by both Parties. Other than as expressly provided herein, both Contractor and Customer agree that no prior or contemporaneous oral representations form a part of their agreement. Estimates and forecasts furnished by Customer shall not constitute commitments. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

{00522950:}

IN WITNESS WHEREOF, Contractor and Customer have executed this Agreement in duplicate on the day and year below written.

<p>CONTRACTOR:</p> <p>TELCORDIA TECHNOLOGIES, INC., dba iconectiv A Delaware corporation</p> <p>By: _____ (Signature)</p> <p>_____ (Name & Title Typed or Printed)</p> <p>Date: _____</p>	<p>CUSTOMER:</p> <p>NORTH AMERICAN PORTABILITY MANAGEMENT LLC A Delaware limited liability company</p> <p>By: _____ (Signature)</p> <p>_____ (Name & Title Typed or Printed)</p> <p>Date: _____</p> <p>By: _____ (Signature)</p> <p>_____ (Name & Title Typed or Printed)</p> <p>Date: _____</p>
---	--

{00522950:}

